

PURSUANT TO A.R.S. SECTION §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, JANUARY 20, 2015 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

2. **PRESENTATIONS:**

- A. Introduction of County Supervisors Association (CSA) President Clint Hickman by Craig Sullivan, CSA Executive Director.

3. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action for the Board of Supervisors to consider affirming, modifying or reversing the decision of the Gila County Hearing Officer regarding Community Development Division Complaint No. HCP1402-003 on property at 4909 N. German Road, Strawberry.
(Bob Gould)
- B. Information/Discussion/Action to appoint Donald R. Voakes as a Hearing Officer for the Community Development Division's Code Enforcement Program. **(Bob Gould)**
- C. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 111714 for the purchase of one new or used hydraulic tail equipment trailer. **(Jeff Hessenius and Steve Stratton)**
- D. Information/Discussion/Action to approve Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS13-034421) between the Arizona Department of Health Services and Gila County in the amount of \$191,708 for the continued provision of Teen Pregnancy Prevention Program services for the period of January 1, 2015, through December 31, 2017.
(Michael O'Driscoll)

4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

- A. Approval of a technical amendment revising the language in Intergovernmental Agreement No. 071414 from "City of Globe-Globe Active Adult Center" to "City of Globe *through* the Globe Active Adult Center."
 - B. Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS13-040496) between Gila County and the Arizona Department of Health Services to continue to provide HIV care and support services to Gila, Apache and Navajo Counties for the period of April 1, 2014, through March 31, 2015.
 - C. Acknowledgment of the December 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.
 - D. Acknowledgment of the December 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
 - E. Acknowledgment of the November 2014 monthly activity report submitted by the Recorder's Office.
 - F. Approval of the January 6, 2015, Board of Supervisors' meeting minutes.
 - G. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of December 22, 2014, to December 26, 2014; and December 29, 2014 to January 2, 2015.
 - H. Approval of finance reports/demands/transfers for the weeks of January 13, 2015, and January 20, 2015.
5. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION §38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-2951

Presentation Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 01/20/2015

Submitted By: Marian Sheppard, Clerk of the Board, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Introduction of County Supervisors Association President Clint Hickman

Background Information

Yvonne Ortega of the County Supervisors Association (CSA) sent a request to be placed on the Board of Supervisors' January 20th meeting agenda in order for Craig Sullivan, CSA Executive Director, to introduce Clint Hickman, CSA's President. This request was approved by the County Manager.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Introduction of County Supervisors Association (CSA) President Clint Hickman by Craig Sullivan, CSA Executive Director.

Attachments

No file(s) attached.

ARF-2957

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 01/20/2015

Submitted For: Robert Gould, Community Development Division Director

Submitted By: Marian Sheppard, Clerk of the Board, Clerk of the Board
of Supervisors

Department: Community Development Division

Information

Request/Subject

Continuation of Appellate Review of Community Development Division
Complaint No. HCP1402-003

Background Information

On September 30, 2014, the Board of Supervisors (BOS) conducted a Special Meeting to hear an appeal submitted by Barbara Mahaffey, David Wicks and Kelly Mahaffey regarding the Gila County Hearing Officer's decision on Community Development Division Complaint No. HCP1402-003.

Listed below is an excerpt of the September 30, 2014, Special Meeting, approved minutes regarding the vote of the BOS, as follows:

Complete Motion as Approved:

Vice-Chairman Martin made a motion to continue this hearing until December 9, 2014, to allow the owners/occupants to install an approved septic system on the property. The time between September 30, 2014, and December 9, 2014, shall be used to complete the installation of an approved septic system including: plan submittal, permit issuance, installation and final inspection & approval by the Community Development Department. The County agrees to reduce the permit fee to \$475.00.

Further, during the time between September 30, 2014, and December 9, 2014, the owners/occupants are allowed to: 1) live in an RV on the property; 2) use the RV to collect the gray water only and properly dispose of it off-site; and, 3) use of a porta-john with the condition that it will be serviced and emptied on a no less than weekly basis.

Further, if at the December 9, 2014, continued hearing, all conditions have been met and the septic system has been installed and approved by the County, the Board of Supervisors will waive the fines totaling \$25,200 and close the hearing. However, if at the December 9, 2014, continued hearing all conditions have not been met and the septic system has not been properly installed and approved by the County, the Board of Supervisors will immediately start proceedings to evict the owners/occupants from the property for non-compliance of the septic system regulations.

On December 9, 2014, the Board of Supervisors re-addressed this case. The complete motion as approved is as follows:

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously continued the Board's consideration of the appeal of the Hearing Officer's decision in the matter of Community Development Division Complaint No. HCP1402-003 for four weeks from Friday, December 12, 2014, subject to Arizona Public Service (APS) completing the power line relocation on the subject property by December 19, 2014, and further that any days beyond the 19th that are required by APS to complete the relocation will be added to the four-week continuance deadline for the appellant. The four weeks begins on Friday, December 12, 2014, and ends on Friday, January 9, 2015, at 5:00 p.m. unless extended by the number of days required by APS to relocate the electrical line.

Evaluation

This hearing was continued to this date and time; therefore, Mr. Wicks and Ms. Mahaffey are required to appear before the BOS to report on the status of the installation of a new septic system upon their property which is located at 4909 N. German Road, Strawberry, Arizona, and known as Assessor's tax parcel number 301-17-007Z.

Conclusion

The BOS continued this hearing to this date to allow sufficient time for Arizona Public Service Company to relocate its electrical line and for Mr. Wicks to install the new septic system. The Board of Supervisors needs to make a final decision on this case.

Recommendation

If Mr. Wicks has this project completed then no action will be needed. If he does not have it completed then fines or eviction could be required. Staff will make a recommendation at the Hearing.

Suggested Motion

Information/Discussion/Action for the Board of Supervisors to consider affirming, modifying or reversing the decision of the Gila County Hearing Officer regarding Community Development Division Complaint No. HCP1402-003 on property at 4909 N. German Road, Strawberry.
(Bob Gould)

Attachments

Staff Update on Mahaffey-Wicks Case 12-31-14 to 1-16-15

Chronology of Events

Picture 1 - Wicks Property

Picture 2 - Wicks Property

Picture 3 - Wicks Property

MAHAFFEY-WICKS CONTACT LOG
December 31, 2014 through January 16, 2015
Summary by Jake Garrett

(1/6/2015 SJ)

I CHECKED ON THE SOIL CONDITIONS FOR INSTALLING THE SYSTEM AND TOOK PHOTOS. THE SOIL IS COVERED WITH SNOW AND IS VERY WET. SNOW CAME DOWN NEW YEARS EVE DAY ALL DAY.

(1/8/2015 SJ)

I SPOKE WITH MR. WICKS. HE SAID TOMORROW THE GROUND WOULD BE FINE FOR INSTALLING. HE HAS A CALL IN TO HIS NEPHEW AND BROTHER REGARDING HAULING THE EXCAVATOR UP AND DIGGING. THE TANK FOLKS ONLY NEED A 2 HOUR LEAD. TOMORROW SHOULD BEGIN THE INSTALL. THE GROUND LOOKS READY TO ME.

(1/8/2015 JG)

I CALLED MR. WICKS TODAY AND REMINDED HIM THAT A DISCHARGE AUTHORIZATION COULD NOT BE ISSUED UNTIL I WAS IN RECEIPT OF THE WATERTIGHTNESS TEST, AS-BUILT PLANS AND THE REMAINING \$175 THAT IS DUE ON THE PERMIT. HE DID CONFIRM THAT HE HAS RECEIVED THE COUNTY TREASURER'S CHECK FOR THE OVERPAYMENT OF TAXES.

(1/8/2015 JG)

SVANNA CHECKED ON THE CONSTRUCTION START STATUS OF THE LOT TODAY. SHE FEELS THAT MR. WICKS SHOULD BE ABLE TO START EXCAVATION FOR THE TANK TOMORROW. MR. WICKS INFORMED SVANNA THAT HE INTENDS TO START CONSTRUCTION TOMORROW 1/9 AND THAT HE IS INTENDING TO BE COMPLETE BY MONDAY 1/12 AND WANTS TO USE THE SYSTEM. SVANNA ARRANGED FOR MR. WICKS TO CONTACT HER IN ADVANCE OF KEY INSPECTION POINTS SO THAT SHE CAN ARRIVE FOR INSPECTION AND NOT DELAY HIS CONSTRUCTION.

SHOULD WEATHER DELAYS COME UNDER CONSIDERATION BY THE BOS THE FIRST DATE OF WEATHER DELAY IS 12/31/14 AND THE LAST DAY IS 1/8/15 UNLESS SVANNA DETERMINES OTHERWISE ON TOMORROW'S INSPECTIONS. THE QUESTION THAT REMAINS IS "CAN THE TANK DELIVERY/SET TRUCK ACTUALLY GET TO THE TANK HOLE WITHOUT GETTING STUCK".

(1/9/2015 JG)

ON FRIDAY 1/9 THE TANK HOLE WAS DUG AND THE TANK WAS SCHEDULED FOR DELIVERY IN THE AFTERNOON. AT THE TIME OF SCHEDULING MR. WICKS WAS INFORMED THAT THE TANK MUST BE SET ON 1/9 BECAUSE THE TANK TRUCK WAS BEING TAKEN OUT OF SERVICE FOR TWO WEEKS FOR A REBUILD OF ITS MOTOR. THE TANK HOLE MUST BE FIRST DUE TO THE LAYOUT OF THE LOT AND ACCESSIBILITY TO THE HOLE WHICH MUST BE THROUGH THE TRENCH AREA. IN THE AFTERNOON THE TANK TRUCK ATTEMPTED TO ACCESS THE HOLE AND SUNK TO ITS RIMS. THE TANK WAS OFFLOADED AT THAT PLACE SO THAT THE TRUCK COULD BE REMOVED. MR. WICKS THEN EXPLAINED HIS PREDICAMENT TO THE DRIVER AND THE DRIVER AGREED TO ATTEMPT DELIVERY ON EACH OF THE NEXT THREE MORNINGS WHEN THE GROUND WAS FROZEN AS MR. WICKS TOLD HIM IT HAD BEEN FOR THE LAST FEW DAYS. (MY PERSONAL EXPERIENCE AT HOME IS THAT MR. WICKS WAS EXACTLY RIGHT AND HIS WILLINGNESS TO RESOLVE THE TANK DELIVERY PROBLEM AND SEEK ASSISTANCE FROM OUTSIDE THE BOX WAS REFRESHING.) ATTEMPTS TO SET THE TANK WERE MADE IN THE EARLY MORNINGS OF 1/10, 1/11 AND 1/12 AT THE POINT WHERE THE GROUND WOULD BE FROZEN TO ITS HARDEST. THE OVERNIGHT TEMPERATURE WAS NEVER BELOW 29 DEGREES WHICH WAS NOT ENOUGH TO FREEZE THE

GROUND HARD ENOUGH FOR THE LOADED TRUCK TO MOVE ANY CLOSER TO THE HOLE. ON MONDAY MORNING 1/12 THE TANK SET TRUCK WAS TAKEN OUT OF SERVICE FOR AT LEAST TWO WEEKS. THERE ARE NO OTHER TRUCKS OF ITS TYPE IN THE AREA. WE NOW HAVE PICTURES SHOWING THE TANK HOLE EXCAVATED DIRT PILE, THE TANK SITTING ABOVE GROUND AND THE LEACH TRENCH CINDERS ALL SITTING ON THE LOT AWAITING THE SET OF THE TANK.

(1/9/2015 SJ)

1.5 HRS SPENT ON CHECKING TO SEE IF THE TANK WAS INSTALLED. DUE TO THE WET GROUND THE TANK COULD NOT GET CLOSE ENOUGH TO THE TANK HOLE WHICH WAS DUG WELL SO THE TANK IS IN THE MIDDLE OF THE YARD. THE DRIVER WILL COME BACK 5 AM SATURDAY AND IS HOPING THE GROUND WILL BE FROZEN ENOUGH TO GET THE TANK IN THE HOLE. MR. WICKS IS UNABLE TO BEGIN THE TRENCHES BECAUSE THE TRUCK CROSSES THE LEACH AREA. I LET MR. WICKS KNOW TO CALL ME WHEN THE FIRST TRENCH IS DUG AND HE IS WORKING ON THE SECOND TRENCH. I WILL COME AND INSPECT THE TRENCH AND TANK. THIS MEANS SATURDAY AND SUNDAY AS WELL.

(1/10/2015 SJ)

I CALLED MR. WICKS AT 9:42 TO SEE IF THE TANK HAD BEEN INSTALLED. HE SAID NO BECAUSE THE GROUND DID NOT FREEZE. IT WOULD BE INSTALLED TOMORROW IF THE GROUND FREEZES. I SUGGESTED MOVING THE VEHICLES SO THE TRUCK COULD GO AROUND THE LEACH FIELD AND HE COULD BEGIN INSTALLING THE LEACH LINES. HE SAID NO BECAUSE OF THE GARDEN IS THERE AND THE GROUND IS REALLY SOFT IN THAT AREA.

(1/11/2015 SJ)

I CALLED MR. WICKS AT 4:08 PM SUNDAY NO ANSWER. HE CALLED BACK 4:28. THE GROUND DID NOT FREEZE SO THE TANK WAS NOT INSTALLED. HE WANTS TO SEE WHAT HAPPENS MONDAY MORNING. MONDAY THE TRUCK WILL GO IN FOR SERVICING FOR TWO WEEKS.

(1/16/2015 JG)

MR. WICKS WAS CONTACTED AND INFORMED THAT THE A REVIEW OF THE STATUS AND POSSIBLE BOS ACTIONS IS SCHEDULED FOR TUESDAY 1/20 AT 10 AM.

MR. WICKS IS CONSIDERING MOVING THE RV TRAILER THAT THEY ARE OCCUPYING ALONG WITH LICENSED VEHICLES HE IS REPAIRING AND A WOOD PILE SO THAT HE CAN CREATE AN ALTERNATE ACCESS FOR THE TANK SET TRUCK TO THE TANK HOLE. IF HE IS ABLE TO ACCCOMPLISH THAT HE WILL COMMENCE TO EXCAVATE THE LEACH LINES AND D-BOX AND CONECTOR PIPE TRENCHES IN AN EFFORT TO MOVE FORWARD WITH HIS PROJECT. HE IS VERY ANXIOUS TO GET THE PROJECT MOVING AGAIN. I CAUTIONED HIM BE VERY AWARE OF THE MOISTURE CONTENT IN THE SURFACE SOILS AND TO NOT CREATE COMPACTED GROUND AROUND THE TRENCHES AS THIS WILL SEVERELY IMPAIR THE TRANSFER OF OXYGEN TO THE BACTERIA IN THE TRENCH WALLS WHICH COMPLETE THE DIGESTION PROCESS AND CLEANING OF THE SEWER WATER. HE AGREED AND WILL PROCEDE WITH CAUTION IF AT ALL. MR. WICKS WILL CONTACT ME WHEN HE STARTS SO THAT I CAN INSPECT.

(1/16/2015 JG)

FOR THE BOS HEARING ON 1/20/15, IT IS MY RECOMMENDATION THAT THE BOS DELAY THE DEADLINE FOR COMPLETION OF THE MAHAFFEY-WICKS PROJECT AND ALL POTENTIAL FINES FOR TWO WEEKS AFTER ACTIVATION OF THE PAYSON CONCRETE TANK SET TRUCK AND THE LOT IS DRY ENOUGH FOR THE TRUCK TO SET THE TANK. ON THAT DATE THE BOS WILL BE NOTIFIED BY WASTEWATER STAFF OF

COMMENCEMENT OF THE TWO WEEK PERIOD SO THAT THE REVISITING HEARING CAN BE SCHEDULED AT THE NEXT BOS MEETING. FOR REFERENCE PURPOSES THE WEATHER DELAY THAT BEGAN ON 12/31/14 WAS NOT YET CONCLUDED ON 1/12/15 AND WOULD HAVE AMOUNTED TO A DELAY OF MORE THAN TWO WEEKS.

Wicks-Mahaffey Sewage System
Summary of Activities
December 9, 2014 thru December 31, 2014
Prepared by Jake Garrett

(12/11/2014 JG)

IT WAS LEARNED THAT LITTLE STINKER HAS PULLED THE PORT-A-JOHN FROM THE WICKS-MAHAFFEY PROPERTY. I INSTRUCTED SVANNA TO ISSUE A NOTICE OF VIOLATION TO MR. WICKS WITH A REQUIREMENT TO HAVE A REPLACEMENT ON THE PROPERTY BY 2PM ON MONDAY WHICH ALLOWS JUST OVER 24 HOURS OF NORMAL WORKING TIME FOR THE SITUATION TO BE CORRECTED. I FURTHER STATED THAT IF THE 2PM TIME WAS NOT MET THAT THE BOS WOULD BE NOTIFIED OF THE BREACH OF THE AUGUST 30, 2014 REQUIREMENTS. THE NOTICE OF VIOLATION WAS ISSUED.

(12/12/2014 SJ)

MR. WICKS CAME IN AND PICKED UP THE NOTICE OF VIOLATION REGARDING NEEDING A PORT A JOHN. HE HAS CALLED QUALITY BUT NEEDS MONEY TO PAY FOR IT AT TIME OF DELIVERY.

(12/15/2014 SJ)

I HAVE CALLED MR. WICKS SEVERAL TIMES TODAY REGARDING THE DEADLINE OF 2:00PM TO OBTAIN WEEKLY PUMPING SERVICE OF TRAILER OR PROVIDE A PORT-A-JOHN WITH WEEKLY PUMPING. HE WAS UNABLE TO FIGURE THIS OUT SO I PERSONALLY TOLD HIM I WILL ORDER AND PAY FOR THE PORT-A-JOHN FOR ONE MONTH. THE SYSTEM HAS TO BE COMPLETED IN 1 MONTH. I CALLED CHANCY BROWN TO LET HER KNOW. SHE CALLED HIM AND HE DID NOT ANSWER AND HE TEXTED HER THAT HE WAS AT THE MOVIES. I TOLD HIM I WAS GOING TO CALL CHANCY. HE TOLD ME THAT A PORT-A-JOHN WAS LESS IMPORTANT AND ASKED ME TO CALL MALISSA BUZAN TO FIND OUT HOW SOON HE COULD GET AN INTERVIEW. I CALLED MALISSA AND DOREEN IS CALLING HIM TODAY AND CAN MEET WITH HIM APPROXIMATELY AT 3:30. I CALLED CHANCY BROWN AND SHE DID CALL BUT HE DID NOT ANSWER. I CALLED MR. WICKS AND ASKED HIM TO PLEASE CALL CHANCY AND GAVE HIM THE OFFICE NUMBER. I ALSO TOLD HIM TO CALL ALL MISSED CALLS IN CASE IT WAS DORENE (COMMUNITY SERVICES INTAKE IN PAYSON). SHE IS TRYING TO CONTACT HIM TO SCHEDULE THE INTAKE APPT. FOR TOMORROW AFTERNOON. I ALSO STATED THAT NO MATTER THE WEATHER WE NEED TO LAY OUT THE SYSTEM THIS WEEK. HE IS TRYING TO HIRE ROY HAUGHT TO DIG THE TRENCHES.

(12/15/2014 JG)

I SPENT 45 MINUTES ON THE PHONE WITH MR. WICKS EXPLAINING THAT EITHER THE PORT-A-JOHN WITH WEEKLY PUMPING SERVICE OR THE RV HOLDING TANKS WITH WEEKLY PUMPING WAS NECESSARY DUE TO THE MOTION MADE AND PASSED BY THE BOARD AT THE AUGUST 30, 2014 APPEAL HEARING.

SEVERAL TIMES DURING THE DAY SVANNA CAME TO ME WITH REQUESTS FROM MR. WICKS THAT WERE ALL REJECTED BECAUSE THEY DID NOT MEET THE INTENT OF THE BOS MOTION.

LATER IN THE DAY SVANNA ASKED PERMISSION FOR HER PERSONALLY TO PAY FOR A ONE MONTH CONTRACT WITH QUALITY PUMPING FOR A PORT-A-JOHN FOR THE WICKS-MAHAFFEY PROPERTY. PERMISSION WAS GRANTED.

MR. WICKS WAS CONTACTED AND INFORMED THAT THERE WOULD BE NO LEE WAY FOR HIM SHOULD HE REFUSE TO RE-INSTALL A PORT-A-JOHN. IT IS CLEAR THAT THE BOS MOTION OF 8/30/14 STATED THAT HE MUST HAVE ONE AND THAT IT NEEDED TO BE SERVICED WEEKLY. HE WAS TOLD THAT I HAD

INSTRUCTED SVANNA TO ISSUE A 24 HOUR NOTICE TO CORRECT AND THAT AT THE END OF THE 24 HOURS I WOULD INFORM THE BOS, WHO IN TURN WOULD MOST LIKELY HAVE THEM FORCIBLY REMOVED FROM THE PROPERTY.

(12/16/2014 SJ)

I ORDERED THE PORT A JOHN ON 12-16-14 TO BE DELIVERED ON 12-17-14 AT 10:30 AM. ALL CELL SERVICE WAS OUT THE WHOLE DAY. MR. WICKS CAME IN AND WE CALLED QUALITY PUMPING ON OUR LAND LINE. MR. WICKS WAS WORKING ON THE INTAKE WITH DOREEN IN ORDER TO HAVE ASSISTANCE FROM MALISSA BUZAN. APS COMPLETED THEIR JOB 12-10-14. SO THE ELECTRIC LINE SHOULD BE TURNED OFF. WAITING FOR MR. WICKS TO CALL ME AND STAKE OUT THE SYSTEM. HE TOLD ME HE WAS TRYING TO GET HAUGHT EXCAVATING TO DIG THE TRENCHES. WILL BE USING CINDERS AND HE STATED THE CEMENT TANK WOULD COST \$1000. MALISSA HAS \$2000 AVAILABLE TO HELP MR. WICKS.

(12/18/2014 JG)

APS CONFIRMED THAT THEIR LINE HAD BEEN REMOVED FROM THE WICKS-MAHAFFEY PROPERTY AND THAT CONSTRUCTION OF THE SEPTIC SYSTEM CAN PRODEDE WITHOUT ANY OBJECTION FROM APS.

(12/18/2014 SJ)

BOB GOULD MENTIONED THAT MR. WICKS DID NOT GIVE ALL THE REQUIRED PAPERWORK TO MALISSA. I SENT MALISSA AN E-MAIL ASKING FOR A LIST SO I CAN LET MR. WICKS KNOW WHAT IS NEEDED. I CALLED HIM HE DID NOT ANSWER. I CALLED KELLY MAHAFFEY AND SHE SAID HE THINKS HE IS GETTING SICK. HE CAME TO THE PHONE AND SAID THAT HE DID NOT GET THE BANK STATEMENT PRINTOUTS AND THEY DID NOT CALL HIM ABOUT IT SO THEY MUST NOT NEED IT. I SAID THAT WHAT THEY ASKED FOR IS NEEDED AND THAT DORINE WAS NOT IN TODAY. I TOLD HIM I WOULD FIND OUT WHAT IS NEEDED FROM MALISSA. I LEFT IT AT THAT. HE IS NOT WILLING AT THIS POINT TO GET THE PAPERWORK IN TO DORINE THAT IS REQUIRED. I WILL WAIT UNTIL I HAVE THE LIST AND CALL HIM AGAIN.

(12/19/2014 SJ)

CALLED MR. WICKS AGAIN AND HE ANSWERED HE WAS ON HIS WAY INTO TOWN TO GET BANK STATEMENTS. HE SAID HE WOULD STOP BY AND PICK UP LIST FROM DORINE THIS WAS AT 3:30

I OPENED THE E-MAIL FROM DORINE STATING WHAT SHE NEEDS FOR PAPERWORK. I THEN CALLED MR. WICKS WHO DID NOT ANSWER. HE KNEW ABOUT THE REQUIREMENTS BECAUSE WHEN WE WERE WAITING FOR THE PORT-A-JOHN TO ARRIVE HE WAS TELLING ME WHAT WAS NEEDED EXCEPT FOR HIS NAME ON BIRTH CERTIFICATE BEING DIFFERENT.

(12/22/2014 JG)

I SPOKE WITH MALISSA BUZAN, DIRECTOR COMMUNITY SERVICES , ESTELLE BELARDE, GRANT ADMINISTRATOR AND DORINE PRINE, PAYSON CAP OFFICE, REGARDING THE STATUS OF THE WICKS-MAHAFFEY APPLICATION FOR AN EMERGENCY GRANT. DORINE GAVE ME A LIST OF THE ITEMS NEEDED TO COMPLETE THE APPLICATION.

MR. WICKS WAS CONTACTED REGARDING THE NEED TO RAPIDLY SUBMIT THE PROOF OF CITIZENSHIP DOCUMENT FOR MS. MAHAFFEY AND THE EXPENSES FOR THE PAPER ROUTE. THE EXPENSE DOCUMENT REQUIRED WAS LAID OUT IN DETAIL WITH MR. WICKS AND DISCUSSED UNTIL HE HAD TAKEN NOTES AS TO EXACTLY WHAT NEEDED TO BE SUBMITTED. HE WAS ADVISED TO SUBMIT THE INFORMATION AS EARLY AS POSSIBLE ON TUESDAY SO AS TO EXPEDITE GRANT FUNDS.

AT ABOUT NOON I RECEIVED A CALL FROM MALISSA BUZAN STATING THAT WICKS-MAHAFFEY HAD BEEN APPROVED FOR A \$2,000 GRANT. THE FUNDS WILL NOT BE DISBURSED TO WICKS-MAHAFFEY DIRECTLY BUT WILL INSTEAD BE SENT DIRECTLY TO EQUIPMENT SUPPLIERS FOR PAYMENT OF EQUIPMENT ORDERED BY COMMUNITY SERVICES PER WICKS-MAHAFFEY SPECS.

(12/23/2014 JG)

AT 9:00 AM I RECEIVED A CALL FROM DORINE PRINE STATING THAT SHE HAD RECEIVED THE NEEDED INFORMATION FROM MR. WICKS AND WAS FORWARDING IT TO MALISSA BUZAN BY E-MAIL.

(12/23/2014 SJ)

I CALLED MR. WICKS TO EXPLAIN THE PROCESS WITH THE MONEY INCLUDING WHAT AND HOW MUCH TO ORDER, AND TO LAY OUT A PLAN ON STARTING AND COMPLETING THE SYSTEM. HE WOULD NOT COOPERATE AND I FINALLY HAD TO SAY BYE AND I HANDED IT BACK TO JAKE. HE WAS SAYING HOW HE WOULD DO IT AND WOULD NOT LISTEN ABOUT MAKING A PLAN.

I CALLED DAVID WICKS TO LET HIM KNOW THE GRANT WAS APPROVED. I DISCUSSED HIM COMING IN SO WE CAN MAKE A PLAN AND MAKE A LIST OF THE ITEMS THAT THE GRANT WILL PAY FOR. I WAS GOING TO INSTRUCT HIM ON HOW IT WORKS. HE WOULD NOT SLOW DOWN AND LISTEN HE KEPT SAYING WHAT HE WAS GOING TO DO. HE WAS GOING TO BEGIN FRIDAY ETC. FINALLY I TOLD HIM I WOULD CALL HIM RIGHT BACK. I WENT TO JAKE TO LET HIM KNOW WE NEED TO SPEAK TO HIM.

(12/24/2014 JG)

A CALL WAS PLACED TO MR. WICKS TO DISCUSS THE WAY ORDERING WOULD BE CONDUCTED ACCORDING TO THE GRANT AS WELL AS TO HOW IT WAS ADVISED THAT HE PROCEED WITH HIS PROJECT. FIRST HE WAS TOLD THAT I WOULD BE ACTING ON BEHALF OF COMMUNITY SERVICES TO PLACE ORDERS AND ARRANGING FOR PAYMENT WITH HIS SELECTED SUPPLIERS ACCORDING TO HIS SPECS. MR. WICKS AGREED TO PROVIDE ME SPECS FOR THE SEPTIC TANK, LEACH LINE CINDERS, AND EXCAVATOR BY PHONE MESSAGE BEFORE 12/26.

MR. WICKS ALSO WAS ADVISED TO LAY OUT THE SYSTEM AS HE WANTED TO CONSTRUCT IT, VERIFY THE TOTAL FALL FROM THE SEWER OUTLET TO THE LEACH FIELD AND BE READY TO GO OVER THESE ITEMS WITH SVANNA ON FRIDAY MORNING. HE WAS ALSO QUESTIONED ABOUT HIS ABILITIES TO ACTUALLY INSTALL A SYSTEM PER THE APPROVED PLANS AS WELL AS HIS OPERATOR CAPABILITIES AND THE ABILITIES OF THE EXCAVATOR HE WANTS TO RENT TO ACTUALLY COMPLETE THE JOB AS APPROVED FOR CONSTRUCTION. AFTER DISCUSSION OF THE PITFALLS THAT HAVE BEEN ENCOUNTERED BY OTHER OWNER-BUILDERS HE STATED THAT HE WAS CAPABLE AND WANTED TO CONTINUE WITH HIS OWNER-BUILDER PLAN. HE WAS ENCOURAGED TO LAY OUT THE SYSTEM ON CHRISTMAS DAY AND ARRANGE WITH SVANNA TO GO OVER THE LAYOUT AND FALL CALCULATIONS WITH HIM FIRST THING FRIDAY MORNING. I THEN CALLED SVANNA AND INFORMED HER OF THESE AGREEMENTS.

(12/26/2014 SJ)

I VERIFIED THE SYSTEM LAYOUT THAT WAS COMPLETED BY MR. WICKS. SOME ADJUSTMENTS WERE MADE SO THAT PLACEMENT MATCHED THE APPROVED-FOR-CONSTRUCTION PLANS. FALL FROM THE HOME SEWER EXIT TO THE LEACH LINES WAS CHECKED AND IT APPEARS THAT THIS PLACEMENT WILL ALLOW THE SYSTEM TO OPERATE CORRECTLY AS DESIGNED.

(12/26/2014 JG)

AN ATTEMPT TO REACH MR. WICKS WAS MADE AT ABOUT 10:15 IN THE MORNING AS NO EQUIPMENT SPECS HAD BEEN RECEIVED. THE PHONE WENT TO MESSAGE HOWEVER MR. WICKS DID CALL BACK A SHORT TIME LATER. HE PROVIDED THE INFORMATION HE HAD ON EQUIPMENT AND PARTS AND MADE A DECISION TO LAYOUT THE SYSTEM ON MONDAY WITH SVANNA DUE TO THE FROZEN CONDITIONS ON THE LOT AND HIS EXTREMELY TIRED CONDITION. HE STATED THAT HE WILL LAY OUT THE SYSTEM OVER THE WEEKEND AND GET A PARTS LIST TOGETHER FOR THE MINOR PARTS. HE HAS AN APPOINTMENT WITH SVANNA AT 9:00 MONDAY.

CALLS WERE PLACED TO ALL VENDORS AND ESTELLE AND MALISSA FOR THE PURPOSE OF VERIFYING COST ESTIMATES AND FINALIZING PAYMENT ARRANGEMENTS. THE ONLY BUSINESS OPEN WAS HOME DEPOT. ESTELLE AND MALISSA ARE OUT UNTIL MONDAY. THE COSTS OF MAJOR PARTS & EQUIPMENT WERE ESTIMATED BASED ON INCOMPLETE INFORMATION PROVIDED BY MR. WICKS.

ESTIMATED COSTS ARE:

PAYSON CONCRETE - 1,000 GAL TANK

\$1125 + TAX = APPX \$1238

ROY HAUGHT - 27 YD= 21.6 TONS CINDERS

\$32/TON = \$691 + TAX = APPX \$760

HOME DEPOT - TREX TT16 EXCAVATOR

2 DAYS @ 299/DAY INCL TAX & DAMAGE WAIVER

\$299 X 2 = APPX \$598

TOTALS: \$1238 + \$760 = \$1998 + \$600 = \$2598

THE ESTIMATED TOTALS FOR THE MAJOR EQUIPMENT AND PARTS WERE CALLED TO MR. WICKS. HE WILL DECIDE BY MONDAY AM HOW HE WANTS TO USE THE \$2000 GRANT FUNDS AND LET ME KNOW.

(12/29/2014 JG)

MR. WICKS SELECTED THE PURCHASE OF A PAYSON CONCRETE 1000 GALLON SEPTIC TANK AND 27 YDS OF CINDERS FROM ROY HAUGHT FOR THE USE OF THE \$2000 IN GRANT FUNDS.

EACH SUPPLIER WAS CONTACTED, A QUOTE OR VERY CLOSE COST ESTIMATE INCLUDING TAXES AND INCIDENTALS OBTAINED & CALLS PLACED & E-MAIL REQUESTS SENT TO ESTELLE IN COMMUNITY SERVICES TO ARRANGE FOR PAYMENT. ESTELLE OBTAINED APPROVAL FROM FINANCE AND ARRANGED TO HAVE EACH PRODUCT PAID FOR BY CREDIT CARD.

MR. WICKS WAS INFORMED OF THE PAYMENTS. HE ASKED THAT THE CINDERS BE DELIVERED AT 9 AM ON TUESDAY 12/30 AND WILL CALL PAYSON CONCRETE HIMSELF WHEN HE IS READY TO SCHEDULE THE TANK.

(12/30/2014 JG)

I RECEIVED TWO CALLS FROM MR. WICKS REGARDING THE DELIVERY OF CINDERS. THE FIRST WAS AT ABOUT 9:30 INFORMING ME THAT THE FIRST LOAD OF CINDERS HAD BEEN RECEIVED. THE SECOND WAS RECEIVED AT ABOUT 2:00 INFORMING ME THAT THERE HAD ONLY BEEN 20 YARDS OF CINDERS DELIVERED RATHER THAN THE 27 YARDS THAT HAD BEEN ORDERED.

(12/30/2014 JG)

A CALL WAS PLACED TO ROY HAUGHT EXCAVATING TO DETERMINE IF THERE HAD BEEN 20 YARDS OR 20 TONS OF CINDERS DELIVERED. DEBBIE IN THE HAUGHT OFFICE STATED THAT THE WEIGH TICKETS FOR

THE TWO LOADS INDICATED THAT 20 TONS HAD BEEN DELIVERED. AT THE NORMAL CONVERSION RATE OF 0.8 TONS OF CINDERS (THE RATE VARIES ACCORDING TO THE MOISTURE CONTENT OF THE CINDERS) = 1 YARD OF CINDERS IT IS DETERMINED THAT THERE WERE APPROXIMATELY 25 YARDS DELIVERED. THE NORMAL LOAD FOR A 10-WHEELER IS ABOUT 12 YARDS OF MATERIAL SO ALL THE DATA CORRELATES.

A CALL WAS PLACED TO MR. WICKS TO EXPLAIN THE FINDINGS OF THE RESEARCH. HE WAS ALSO ENCOURAGED TO INCLUDE THE STORM THAT IS SUPPOSED TO ARRIVE LATE WEDNESDAY NIGHT INTO HIS EXCAVATION CONSTRUCTION SCHEDULE.

(12/31/2014 JG)

AT 10:30 IT IS SNOWING HARD IN PAYSON WITH ABOUT 1" OF ACCUMULATION IN THE LAST 30 MINUTES. WE RECEIVED A CALL FROM PINE AT ABOUT 9:30 INFORMING US THAT THERE WAS 1"-2" OF ACCUMULATION AT THAT TIME. IF THE STORM CONTINUES AS PREDICTED AND DELIVERS 8" TO 12" OF SNOW TO THE PINE-STRAWBERRY AREA, I WOULD ESTIMATE THAT ANY POSSIBILITY OF CONSTRUCTION ON THE WICKS-MAHAFFEY PROPERTY WILL BE OUT OF THE QUESTION UNTIL AT LEAST MONDAY JANUARY 5, 2015 AND POSSIBLY LONGER.







ARF-2954

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 01/20/2015
Submitted For: Robert Gould, Community Development Division Director
Submitted By: Patsy Clayton, Code Enforcement Specialist, Community Development Division
Department: Community Development Division Division: Code Enforcement

Information

Request/Subject

Appointment of Donald R. Voakes as Hearing Officer for the Community Development Division's Code Enforcement Program.

Background Information

The Community Development Division currently uses Jim Weeks as the Hearing Officer for its Code Enforcement Program; however, Mr. Weeks is retiring. Donald R. Voakes has agreed to serve as the new Hearing Officer for the Community Development Division's Code Enforcement Program. Per A.R.S. § 11-815 (E), Gila County is authorized to appoint a Hearing Officer to hear and decide Code violation cases.

Evaluation

Donald R. Voakes has accepted an offer to serve as the Hearing Officer for Gila County taking the place of Jim Weeks, the current Hearing Officer. Should the Board of Supervisors appoint Mr. Voakes as the Hearing Officer he will be paid the same as the current Hearing Officer of \$30.00 per case heard and \$100.00 per month for case preparation.

Conclusion

Mr. Voakes served with the Arizona Department of Public Safety Highway Patrol from April 1977 to September 1992. During that time he worked with different agencies to enforce all state and criminal codes; he also appeared in court to defend those codes. From March 1993, to July 2014, Mr. Voakes worked for the Pine Strawberry Fire Department as a Reserve Firefighter/EMT until he retired. He also served on the Department's Fuel Reduction Program team where he worked closely with the community. Mr. Voakes also performed commercial and residential building inspections. On occasion, Mr. Voakes served as the Acting Fire Captain and he also served on nationwide and statewide management teams as a Security Manager and Medical Leader. It would be beneficial to Gila County to obtain the services of Mr. Voakes as a Hearing Officer.

Recommendation

The Community Development Division Director recommends that the Board of Supervisors appoint Donald R. Voakes as the Hearing Officer for the Community Development Division's Code Enforcement Program.

Suggested Motion

Information/Discussion/Action to appoint Donald R. Voakes as a Hearing Officer for the Community Development Division's Code Enforcement Program. **(Bob Gould)**

Attachments

ARS § 11-815

Voakers Memorandum

11-815. Enforcement; county zoning inspector; deputies; building permits; violations; classification; civil penalties; hearing officers and procedures

A. The county zoning ordinance shall provide for its enforcement within a zoned territory by means of withholding building permits, and for such purposes may establish the position of county zoning inspector, and such deputy inspectors as may be required, who shall be appointed by the board.

B. After the establishment and filling of the position, it is unlawful to erect, construct, reconstruct, alter or use any building or other structure within a zoning district covered by the ordinance without first obtaining a building permit from the inspector and for that purpose the applicant shall provide the zoning inspector with a sketch of the proposed construction containing sufficient information for the enforcement of the zoning ordinance. A permit is not required for repairs or improvements of a value not exceeding five hundred dollars. Reasonable fees may be charged for the issuance of a permit. The inspector shall recognize the limitations placed on the inspector's authority by sections 11-804 and 11-811, and shall issue the permit when it appears that the proposed erection, construction, reconstruction, alteration or use fully conforms to the zoning ordinance. In any other case the inspector shall withhold the permit.

C. It is unlawful to erect, construct, reconstruct, maintain or use any land in any zoning district in violation of any regulation or any provision of any ordinance pertaining to the land and any violation constitutes a public nuisance. Any person, firm or corporation violating an ordinance, or any part of an ordinance, is guilty of a class 2 misdemeanor. Each day during which the illegal erection, construction, reconstruction, alteration, maintenance or use continues is a separate offense.

D. A county may establish civil penalties for a violation of any zoning regulation or ordinance. Civil penalties shall not exceed the amount of the maximum fine for a class 2 misdemeanor. Each day of continuance of the violation constitutes a separate violation. If an alleged violator is served with a notice of violation pursuant to subsection E of this section, the alleged violator is not subject to a criminal charge arising out of the same facts.

E. A county that establishes a civil penalty for violation of a zoning regulation or ordinance may appoint hearing officers to hear and determine zoning violations. If the zoning inspector reports a zoning violation to the hearing officer, the hearing officer shall hold a hearing after serving notice of the hearing on the alleged violator. The notice shall be personally served on the alleged violator by the zoning inspector at least five days before the hearing. If the zoning inspector is unable to personally serve the notice, the notice may be served in the same manner prescribed for alternative methods of service by the Arizona rules of civil procedure. A notice served on the alleged violator other than by personal service shall be served at least thirty days before the hearing.

F. At the hearing, the zoning inspector shall present evidence showing the existence of a zoning violation and the alleged violator or the alleged violator's attorney or other designated representative shall be given a reasonable opportunity to present evidence. The county attorney may present evidence on behalf of the zoning inspector. At the conclusion of the hearing, the hearing officer shall determine whether a zoning violation exists and, if a violation is found to exist, may impose civil penalties pursuant to subsection D of this section.

G. A hearing officer may be an employee of the county and shall be appointed by the board of supervisors. A review of decisions of the hearing officer by the board of supervisors shall be available to any party to the hearing. The board of supervisors may delegate this review to a county board of adjustment. If the board of supervisors elects to delegate this review, the board of supervisors shall delegate all requested reviews to the board of adjustment. The board of supervisors shall adopt written rules of procedure for the hearing and review of hearings, which shall be adopted in the same manner as zoning ordinances. Judicial review of the final decisions of the board of supervisors or a board of adjustment shall be pursuant to title 12, chapter 7, article 6. A county that establishes civil penalties for a violation of a zoning regulation or ordinance is not precluded from pursuing the remedies as provided for in subsection H of this section.

H. If any building or structure is or is proposed to be erected, constructed, reconstructed, altered, maintained or used or any land is or is proposed to be used in violation of this chapter or any ordinance, regulation or provision enacted or adopted by the board under the authority granted by this chapter, the board, the county attorney, the inspector or any adjacent or neighboring property owner who is specially damaged by the violation, in addition to the other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action or proceedings to prevent or abate or remove the unlawful erection, construction, reconstruction, alteration, maintenance or use.

MEMORANDUM

FROM: Donald R. Voakes

TO: Margie Chapman, Code Compliance Supervisor, Gila County

DATE: December 22, 2014

RE: Work History

April 4, 1977-September 11, 1992 – Arizona Department of Public Safety Highway Patrol Bureau (Patrolman)

Duty Stations: Buckeye, Arizona; Cameron, Arizona; Gray Mountain, AZ; Page, AZ; Strawberry, AZ.

Duties: Enforced all State and Criminal Codes, worked commercial vehicle enforcement, worked major in-state and intra-state drug enforcement programs. While enforcing the State/Criminal codes I had the opportunity to appear in court many times during the course of my career.

During my career with the Highway Patrol I held different law enforcement certifications which were as follows - Navajo Nation, Hopi Nation, Federal Joint Use Area, Kane County, Utah and Utah Highway Patrol. These certifications allowed me to enforce the laws in these areas. While working in these remote areas, we relied on interagency/mutual aid involvement.

During my career I held varied supervisor positions. I was a certified training officer for new officers. I also held a position on the Northern Arizona Containment Team (SWAT).

March 1993 – Joined the Pine Strawberry Fire Department as a Reserve Firefighter/EMT. I was hired as a career Engineer/EMT April 25, 2001. Retired July 1, 2014.

Duties: Some of my duties, other than fighting fire, were; Commercial and residential building inspections. Approximately 10 years ago, our Department started a fuels

reduction program, which consisted of lot and building inspections to "fire-wise" our area. Since this time, our community has become known as a fire-wise community due to the combined effort of the community and the fire department.

I have held the position of Acting Fire Captain on several occasions.

I currently hold two supervisory positions on nation-wide Incident Management Teams - one as a Security Manager and the other as a Medical Unit Leader.

Security Manager duties and responsibilities are setting up a security headquarters within base camp and coordinating with all local law enforcement agencies.

Medical Unit Leader duties and responsibilities are setting up a medical facility within base camp and coordinating medical personnel to be sent out on the fire line with the firefighters.

During my careers with the Highway Patrol and with the Fire Department, investigations and report writing were a big part of my job.

A handwritten signature in cursive script that reads "Donald R. Veatch". The signature is written in dark ink and is positioned in the lower half of the page.

ARF-2920

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 01/20/2015

Submitted For: Jeffrey Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015 Budgeted?: Yes

Contract Dates 3-3-15 to 6-30-15 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request for Proposals No. 111714 - Hydraulic Tail Equipment Trailer

Background Information

In January 1999, Gila County purchased a 1998 Wallace lowboy trailer (Gila County equipment number C-18T) to haul heavy equipment from various construction project sites. The purchase price was \$41,255.

Evaluation

The current haul trailer, C-18T, does not have a tilt bed, which in addition to being a safety issue makes it difficult for one person to load and unload a piece of heavy equipment. A hydraulic tail trailer will lessen the potential of injury to employees and County equipment, as well as be more efficient in hauling equipment to different locations to save time.

A hydraulic tail trailer has a gooseneck like drop-deck trailer with an added bonus of a hydraulic flip tail. This flip can be folded out and lowered to the ground for loading equipment and materials.

Conclusion

The Consolidated Roads Department proposes to sell equipment number C-18T and purchase a safer, more efficient equipment hauler. The purchase of a new or used hydraulic tail equipment trailer was budgeted in the Fiscal Year 2015 Transportation Excise Tax budget.

If approved by the Board of Supervisors, Request for Proposals No. 111714 for the purchase of one new or used hydraulic tail equipment trailer will be advertised in the Arizona Silver Belt on January 28, and February 4, 2015, with bids due by 3:00 P.M. on February 11, 2015.

Recommendation

The Public Works Division Director and the Finance Division Director recommend that the Board of Supervisors authorize the advertisement of Request for Proposals No. 111714 for the purchase of one new or used hydraulic tail equipment trailer.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 111714 for the purchase of one new or used hydraulic tail equipment trailer. **(Jeff Hessenius and Steve Stratton)**

Attachments

Request to Advertise

Request for Proposals No. 111714-New or Used Hydraulic Trailer

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS


All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

IS THIS A REQUEST FOR <i>Check one</i> Bids _____ Proposals <u> X </u> Qualifications _____	REQUEST NUMBER <u> 111714 </u> <i>(For Procurement Use Only)</i>
--	---

I. DESCRIPTION: *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING	PROJECTS: <u>Purchase 1 Hydraulic Trailer & Tilt Trailer</u>
Fund <u> 6510 </u> Dept No. <u> 341 </u> Program <u> 526 </u> Location <u> 000 </u> Account <u> 4500.40 </u>	
Estimated Cost <u> \$85,000 </u>	

INTENT
It is the intent of this solicitation to establish a contract with a vendor to purchase one hydraulic trailer & tilt trailer

Signed: 
Elected Official or Department Head

Date 11/17/14

II. DEPARTMENTAL INFORMATION ONLY: *Action Dates*

DATE	Department Receipt	10/24/2014	Placed on Agenda	1/5/2015
	Presented to Board	1/20/2015	Approved to Call	
	Delivered to Paper	1/21/2015	Paper Name	Arizona Silver Belt
	Advertised From	1/28/2015	To	2/4/2015
	Closing Date	2/11/2015	Bid Award Date	3/3/2015
	Awarded To		Pre-Bid Meeting Date	

III. OTHER APPROVAL: *Only as necessary*

Department Name: _____

Department Head Signature _____

Date _____

Department Name: _____

Department Head Signature _____

Date _____

IV. APPROVED

Finance Director Signature _____

Date _____

REQUEST FOR PROPOSALS NO. 111714

HYDRAULIC TAIL EQUIPMENT TRAILER

GLOBE, ARIZONA

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

County Manager
Don E. McDaniel, Jr.

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**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

Request for Proposals for the purchase of one (1) New or used 70,000 lb. Capacity Hydraulic Tail Equipment Trailer as specified for the Gila County Public Works Consolidated Roads Department.

SUBMITTAL DUE DATE: 3:00 PM/MST, Wednesday, February 11, 2015

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the equipment, material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Complex Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested vendors may obtain a copy of this solicitation by calling the Contracts Administrator, Jeannie Sgroi at 928-402-8612. Vendors are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding technical aspects of this Request for Proposals shall be directed to:

John Root, Shop/Fleet/Fuel Manager, PH. 928-402-8524

Questions regarding general terms and conditions of this Request for Proposals should be directed to:

Jeannie Sgroi, Contracts Administrator, PH. 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board office.

Arizona Silver Belt Advertisement Dates: **January 28 and February 4, 2015**

Signed: _____
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date: _____

Signed: _____
Michael A. Pastor/Chairman of the Board

Date: _____

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

SCOPE OF WORK

It is the intent of this solicitation to award a contract for the purchase of **one (1) New or Used 70,000 lb. capacity Hydraulic Tail Equipment Trailer.**

See attached: **(Exhibit "C") Pages 14-15 for Minimum Specifications** and **pages 21-22** as specified on **Price Sheet** for total price being proposed. When submitting a price on a "Used" Trailer, provide the year of the trailer by writing it on Page 22, in the area designated for pricing of a "Used" trailer.

Vendors who agree to provide the Minimum Proposal Specifications for this equipment shall be considered for award.

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Proposal

- A. Proposals will be received by the Gila County Finance Department, from Vendor(s) to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks Proposals only from qualified, experienced Vendors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal and Qualification Form each Vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendor(s) must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, **original signature in ink**, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Forms in evaluating the capacity of the Vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Vendor(s) from further consideration.

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

Instructions to Vendors continued...

- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Vendor; if initialed, the County may require the Vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged by all Vendors in one of the following manners:

- 1. The Vendors Checklist form will contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Vendor Checklist Form).
- 2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a Proposal being rejected as non-responsive.

Inquiries

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Vendor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits.

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

Instructions to Vendors continued...

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results **ARE NOT** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice for Proposal will be returned unopened. Late Proposals shall not be considered. Any Vendor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is required that Three copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by Vendor

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

Instructions to Vendors continued...

awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Vendors errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Vendor. The words "REQUEST FOR PROPOSALS" with Proposal Title "NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER", Bid Number, "111714", Date "WEDNESDAY, FEBRUARY 11, 2015", and Time "3:00 PM/MST" of Proposal opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the RFP notice.

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as a total, or any part thereof, whichever is deemed to be in the best interest, and most advantageous to Gila County.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Vendor who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Board of Supervisors.
5. Those Vendors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

General Terms & Conditions continued...

Protests

A protest of a solicitation must be received at the Gila County Board of Supervisors before the solicitation opening date. Only other Vendors have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after Proposal opening. A protest must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature appearing on page 22, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form(s) pages 16-17.

Indemnification

The Vendor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Vendor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

Contract Award Agreement continued...

Vendor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Vendor for the County.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Vendor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approve the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

Contract Award Agreement continued...

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty** (30) days written notice to the Vendor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Vendor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, Vendor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is

**REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

Contract Award Agreement continued...

exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Proposal Evaluation Process

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Fiscal Services Manager shall give written notice to the Vendor submitting this request.

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: Hydraulic Tail Equipment Trailer

Purpose:

It is the intent of Gila County to establish, by this Request for Proposals, the contract to purchase one (1) new or used 70,000 lb. capacity Hydraulic Tail Equipment Trailer.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Vendor shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 Three (3) copies with original signatures of all submissions is MANDATORY.
 - 1.5.2 Qualification and Certification Form, MANDATORY. (Attachment page 16-17)
 - 1.5.3 Reference List, MANDATORY. (Attachment page 18)
 - 1.5.4 Legal Arizona Workers Act Compliance, MANDATORY. (Attachment page 19)
 - 1.5.5 Non Collusion Affidavit, MANDATORY. (Attachment page 20)
 - 1.5.6 Pricing pages, MANDATORY. (Attachment page 21-22)
 - 1.5.7 Vendor Checklist, MANDATORY. (Attachment page 23)
 - 1.5.8 Offer page, MANADATORY. (Attachment page 24-25)

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

Minimum Specifications continued...

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for each **New or Used Hydraulic Tail Equipment Trailer** during the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein. The Vendor agrees that Gila County shall have the right, at its sole option, to renew the contract for one (1) additional year period. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. Pricing for any extensions of the contract beyond 12 months will be the Vendor's invoiced cost per unit.

SECTION 3.0

Ordering and Delivery:

- 3.1 ORDERING: Gila County does not warrant the order quantity of any equipment prior to actual need. Gila County's Public Works personnel may re-order equipment as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY Location: Gila County Public Works Fleet Department, 1001 W. Besich Boulevard, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.
- 3.3 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award.

The information may or may not be a determining factor in award.

SECTION 4.0

CONTRACT NUMBER: 111714, New or Used Hydraulic Tail Equipment Trailer

The applicant submitting this Proposal warrants the following:

- 4.1 Name, Address, and Telephone Number of Principal Vendor:

- 4.2 Has Vendor (under its present or any previous name) ever failed to complete a contract?
_____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
- 4.3 Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
- 4.4 Has a contracting agency ever terminated a contract for cause with Vendor (under the Vendors present or any previous name)? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons Vendor was terminated in the narrative part of this Contract.

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

Qualification & Certification Form continued...

4.5 Vendor must also provide at least the following information:

- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- b. Gila County reserves the right to request additional information.

Signature of Authorized Representative

Printed Name

Title

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Vendors under consideration for final award.

The information may or may not be a determining factor in award.

References

List at least four (4) customers for whom you have provided service of a similar scope as this Request for Proposals during the past twelve months, in or as close to Gila county as possible.

CUSTOMER NAME AND ADDRESS

TELEPHONE

PRIMARY CONTACT

Signature of Authorized Person to Sign

Printed Name

Title

REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

**REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

**AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

(Name of Individual) being first duly sworn, deposes and says:

That he is

(Title)

of _____
and _____
(Name of Business)

That he is bidding on **Gila County Request for Proposals No. 111714 – One New or Used Hydraulic Tail Trailer** and,

That neither he nor anyone associated with the said _____

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public

My Commission expires:

**REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

PRICE SHEET

Complete and Return this form(s) for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name: _____

Trailer Make & Model: _____

SPECIFICATIONS <i>New or Used Hydraulic Tail Equipment Trailer</i>	Meets Specifications	
	<u>Yes</u>	<u>No</u>
70,000 lb. capacity		
102" wide		
48' long		
12" cross member spacing		
Paint 2-part polyurethane		
50,000 lb. im 6'		
10' Upper deck		
16" King pin setting		
49" 5 th Wheel ht.		
1 3/8" apitong raised decking on main deck & hydraulic ramps		
Single drop deck		
Stake pockets every 48"		
"D" rings recessed every 48"		
Internal key slots every 48"		
20,000 lb. hydraulic winch		
Wireless remote winch control		
Winch mounted above king pin with winch guard		
65' of cable		
24 hp Honda (or equivalent) hydraulic power unit mounted below top deck (mounted in slope at upper deck)		
1/4" floor plate on upper deck		

76" of star traction material over steel on the tail and fold-under		
11' tail with 46" folder under		
Air ride raise and lower kit		
Ht 2500S, 28 suspension (or equivalent)		
Wabco 492m ABS (or equivalent)		
Spare wheel & tire		
2 speed landing gear, crank on curb side		
8' hydraulic recessed lower to upper deck ramp		
Added pair of mid turn lights mounted ½ & 2/3 the length		
LED lighting		
235/75R x 17.5 tires & steel disk wheels (or equivalent)		
12 ¼" x 7 ½" brakes		
49" axle spacing		
2 – 22,500 lb. axles		
¼" floor plate over wheels		
Red & white conspicuity markers		
Must comply with all applicable DOT & safety standards		
COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER	\$.
OTHER RELATED COSTS	\$.
TAXES	\$.
TOTAL COST OF <i>NEW</i> HYDRAULIC TAIL EQUIPMENT TRAILER	\$.
COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER (2012 or Newer)	\$.
OTHER RELATED COSTS	\$.
TAXES	\$.
TOTAL COST OF <i>USED</i> HYDRAULIC TAIL EQUIPMENT TRAILER	\$.

Estimated Date of Delivery: _____

Delivery Location: Gila County Public Works, 1000 Besich Blvd., Globe, AZ, or other site which may be designated.

**REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

VENDOR CHECKLIST

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Vendor fails to complete and/or execute any portion of the Bid Documents, this RFP will be determined to be “non-responsive” and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
REFERENCE LIST	_____
LEGAL AZ WORKERS ACT COMPLIANCE	_____
NON COLLUSION AFFIDAVIT	_____
PRICE SHEET	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2015

VENDOR:

BY:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: **Bid No. 111714, New Hydraulic Tail Equipment Trailer**. All proposals shall be filed with the Gila County Finance Department at **1400 E. Ash St., Globe, AZ** on or before **3:00 PM, Wednesday, February 11, 2015**.

**REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the equipment, material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

CONTRACT NO.: 111714 New Hydraulic Tail Equipment Trailer

Vendor Submitting Proposal:

Company Name

Address

City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax No.: _____

Email: _____

Signature of Authorized Representative

Printed Name

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Vendor.

**REQUEST FOR PROPOSALS NO. 111714
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

Offer Page continued...

The Vendor _____ is now bound to provide the materials or services listed in RFP No.: 111714, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this _____ day of _____, 2015

Michael A. Pastor, Chairman of the Board

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

ARF-2943

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 01/20/2015
Submitted For: Nancy Rutherford, Health Programs Manager
Submitted By: Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division
Department: Health & Emergency Services Division Division: Prevention Services
Fiscal Year: 2015 Budgeted?: Yes
Contract Dates 01/01/2014-12/31/2017 Grant?: Yes
Begin & End:
Matching No Fund?: Renewal
Requirement?:

Information

Request/Subject

Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS13-034421) with the Arizona Department of Health Services.

Background Information

The Gila County Division of Health and Emergency Services has been providing Teen Pregnancy Prevention Program services for over six years. This is the second amendment to the original contract, which was approved by the Board of Supervisors on January 22, 2013, to continue service from January 1, 2014, through December 31, 2017.

The objectives of the Intergovernmental Agreement (IGA) are to provide teen pregnancy prevention programs. The goal of the program is to develop a multi-faceted, comprehensive teen pregnancy prevention program utilizing research based strategies that have demonstrated effectiveness with teens.

Evaluation

This funding will allow Gila County to continue to provide Teen Pregnancy Prevention Program services in Gila County between January 1, 2015, and December 31, 2017.

Conclusion

Without this funding, Gila County would be unable to provide teen pregnancy prevention program services to its community.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS13-034421) between Gila County and the Arizona Department of Health Services in the amount of \$191,708 for the continued provision of Teen Pregnancy Prevention Program services for the period of January 1, 2015, through December 31, 2017.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS13-034421) between the Arizona Department of Health Services and Gila County in the amount of \$191,708 for the continued provision of Teen Pregnancy Prevention Program services for the period of January 1, 2015, through December 31, 2017.

(Michael O'Driscoll)

Attachments

Legal Explanation

Amendment No.2

Amendment No.1

Original



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.


Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.


Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-034421	Amendment No. 2	Procurement Officer Sue-Anne Tan
<u>Teen Pregnancy Prevention Program – Abstinence Plus</u>			
Effective January 1, 2015, it is mutually agreed that the IGA referenced is amended as follows:			
1. The Price Sheet of Amendment One (1) is replaced with the attached revised Price Sheet of this Amendment Two (2). The IGA Item Pricing shall be revised in ProcureAZ to align with available funding upon execution of this Amendment Two (2). The IGA line item pricing total remains the same at \$191,708.00 based on the following line item changes:			
1.1 Personnel increased by \$6,135.00 for a total of \$111,773.00 . Gila County did a classification and compensation study and the staff in this grant were identified as needed an increase. The plan also includes performance increases and cost of living allotment;			
1.2 ERE increased by \$1,335.47 for a total of \$43,591.47 due to increase in State Retirement and insurance premiums;			
1.3 Professional & Outside Services decreased by \$100.00 for a total of \$150.00 due to decrease in spending;			
All other provisions of this IGA remain unchanged.			
Gila County Health and Emergency Services Contractor Name 5515 S. Apache Ave., Suite 100 Address Globe AZ 85501 City State Zip		CONTRACTOR SIGNATURE Contractor Authorized Signature Michael A. Pastor Printed Name Chairman, Board of Supervisors Title	
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona Signed this _____ day of _____ 201__	
Signature Date Bryan Chambers, Deputy County Attorney/Civil Bureau Chief Printed Name		Procurement Officer	
Attorney General Contract No. P0012014000078 , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.		RESERVED FOR USE BY THE SECRETARY OF STATE Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.	
Signature _____ Date _____ Assistant Attorney General Printed Name:			


	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-034421	Amendment No. 2	Procurement Officer Sue-Anne Tan

- 1.4 Travel Expenses decreased by \$3,460.00 for a total of **\$6,030.00** to offset salaries;
 - 1.5 Out of State Travel Expense is now funded for a total of **\$10.00**;
 - 1.6 Operating Expenses decreased by \$6,397.42 for a total of **\$15,134.93** due to offset salary increases; and
 - 1.7 Indirect (if authorized) increased by \$2,476.95 for a total of **\$15,018.60**. Gila County is charging eight percent (8%) of indirect charges.
2. Replace the Logic Model of the IGA with the attached revised Logic Model in this Amendment Two (2).
 3. Pursuant to Terms and Conditions, Provision Seven (7), Risk and Liability, Section 7.3 Indemnification – Patent and Copyright is hereby deleted in its entirety.
 4. Pursuant to the Terms and Conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 is hereby replaced with the following language:

18. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a “Pledge To Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.


	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-034421	Amendment No. 2	Procurement Officer Sue-Anne Tan

Price Sheet
As of January 1, 2015

Gila County Department of Public Health

COST REIMBURSEMENT LINE ITEMS	TOTAL AMOUNT
PERSONNEL	\$ 111,773.00
EMPLOYEE RELATED EXPENSES	\$ 43,591.47
PROFESSIONAL AND OUTSIDE SERVICES	\$ 150.00
TRAVEL EXPENSES	\$ 6,030.00
OUT OF STATE TRAVEL	\$10.00
OPERATING EXPENSES	\$15,134.93
INDIRECT (if authorized) N	\$15,018.60
TOTAL	\$191,708.00

Note: The Contractor is authorized to transfer among line items up to ten percent (10%) of the total budget amount as shown on the Price Sheet and shall have prior written approval from the ADHS Program Manager. Any proposed transfer of funds among line items that exceeds ten percent (10%) of the budget amount shall require a Contract Amendment. Transfer of funds from a funded line to a non-funded line is not allowed without a Contract Amendment.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
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Logic Model Framework

GOAL: Describe the goal of your program: a broad statement of intended change which identifies the target population.

The goal of Gila County's Teen Pregnancy Prevention Program is to decrease the teen pregnancy rate, and to remove us from the #1 spot for teen pregnancy in the state of Arizona.

THEORY: Explain the theory behind why the program(s) approach will work.

Research says that when parents learn, then talk about sexual health, teens will listen. We believe that by providing education to tweens, teens, and parents they will ultimately make healthy life choices.

TARGET POPULATION: Describe the population of clients that will be served.

Our target population is Gila County residents, both male and female, ages 12 – 18, and their parents.

INPUTS: List the program(s) inputs - i.e. the resources, people, skills, knowledge and tools being used to deliver services.

Funding for staff, equipment, and supplies are provided by contract with AZDHS. Staff is trained/certified to facilitate multiple curricula throughout Gila County schools and community organizations. Hours of operation are Monday-Friday 8:00-5:00 with occasional weekend and/or evenings.

Resources dedicated to or consumed by the program: i.e.: money, staff, time, facilities, volunteers, equipment, supplies
Constraints on the Program: Laws, regulations, requirements

STRATEGIES: List the strategies - i.e. things done to, for or with the population intended to lead to the desired change.

Curricula:

- Reducing the Risk
- Smart Girls
- Wise Guys
- Promoting Health Among Teens
- Active Parenting of Teens
- Occasional one hour spot trainings, community events, and invitations from community organizations to present.

What the program does with inputs to fulfill its mission: Activities
Services
Processes



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: ADHS13-034421

Amendment No. 2

Procurement Officer
Sue-Anne Tan

OUTPUTS: List the outputs - i.e. the product of the activity, service or process. List in quantitative measures.

Annually we project to facilitate:

- Reducing the Risk curriculum; at Globe High, Miami High, and Payson High Schools, also Payson Education Center (an alternative high school).
- Smart Girls curriculum; 7th/8th grade students county wide.
- Wise Guys curriculum; 7th/8th grade students county wide.
- Wise Guys curriculum; Gila County Juvenile Detention Home 3x/year.
- One Active Parenting of Teens class in Globe.
- Promoting Health Among Teens curriculum; Globe Education Center (an alternative high school), and Globe High.
- Attend and promote our program in at least 3 community events.
- We intend to serve no less than 490 youth & 10 parents.

*The direct product of
program
Activities
Services or
Processes.*

SHORT-TERM OUTCOMES: List the short-term benefits expected from the target population.

Our short-term outcomes are expected to be increased knowledge of the consequences of unprotected sex. Tweens and teens will make healthy life decisions, there will be a reduction of teen pregnancies, and there will be an increase in high school completion. Also, we will educate parents on how to have open communication about sex and the issues facing today's youth.

*Short-term outcomes
should focus on changes
in: Knowledge, Attitude,
or Skill of the target
population.*

INDICATORS: List the indicators that will be used to measure the changes/benefits.

Measure increased knowledge by
providing pre & post tests and
satisfaction surveys.

*Use the indicators to
quantitatively describe the
program(s) intended
measurable results.*



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
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(602) 542-1040
(602) 542-1741 Fax

Contract No: ADHS13-034421

Amendment No. 2

Procurement Officer
Sue-Anne Tan

MID-TERM OUTCOMES: List the mid-term benefits expected from the target population.

Increased knowledge-youth are able to speak about anatomy without be embarrassed. Peer education in the schools. Noticeable increased maturity and the youth are more respectful. The youth have a willingness to learn and ask more questions. Youth and parents know where they can go in the community to get questions answered about STD's and pregnancy.

Mid-term outcomes should focus on changes in: Behavior of the target population.

INDICATORS: List the indicators that will be used to measure the changes/benefits.

By building rapport with students and parents we are able to witness noticeable change in their ability to talk about sensitive topics.

Use the indicators to quantitatively describe the program(s) intended measurable results.

LONG-TERM OUTCOMES: List the long-term benefits expected from the target population.

Reduce the teen pregnancy rate in Gila County.

Long-term outcomes should focus on changes in: Condition or Altered Status of the target population

INDICATORS: List the indicators that will be used to measure the changes/benefits.

Statistical data.

Use the indicators to quantitatively describe the program(s) intended measurable results.



INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: ADHS13-034421

Amendment No. 1

Procurement Officer
Tracy Chisler

Teen Pregnancy Prevention Program – Abstinence Plus

Effective January 1, 2014, it is mutually agreed that the IGA referenced is amended as follows:

1. Pursuant to the Scope of Work, Provision D., Tasks, the following tasks are revised to read as follows:
 - 4.2 If offering youth development, the program needs to ensure integration between youth development activities and teen pregnancy prevention curriculum education.
 - 4.3 Program must obtain signed active parental consent form for youth to participate in the program and a separate consent to participate in the evaluation.
- 6.1 Administering the ADHS pre/post evaluation tool to youth; and

All other provisions of this IGA remain unchanged.

CONTRACTOR SIGNATURE

Gila County Health and Emergency Services

Contractor Name

5515 S. Apache Ave., Suite 100

Address

Globe

AZ

85501

City

State

Zip

Michael A. Pastor
Contractor Authorized Signature

Michael A. Pastor
Printed Name

Chairman, Board of Supervisors
Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

Bryan Chambers 4-1-14
Signature Date

Bryan Chambers, Deputy Attorney
Printed Name Principal

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 17th day of April 2014
2013

Christine Roth
Procurement Officer


RESERVED FOR USE BY THE SECRETARY OF STATE

Attorney General Contract No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona


[Signature] 4-15-14
Signature Date
Assistant Attorney General

Printed Name:

Under House Bill 2011, A.R.S. § 11-952
was amended to remove the requirement
that Intergovernmental Agreements be filed
with the Secretary of State.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-034421	Amendment No. 1	Procurement Officer Tracy Chisler


2. Pursuant to the Scope of Work, Provision G , Deliverables, the following deliverables are revised to read as follows:
 2. A monthly narrative report (template provided by ADHS) of program activity services rendered, due the 10th of each month following the month of service (Exhibit Five (5)) and shall be approved by ADHS prior to reimbursement;
 3. Administer ADHS pre and post evaluation tool(s) to each participating youth and submit to ADHS within five (5) days of completion of tool. In addition, programs implementing the Wyman Teen Outreach Program® (TOP) will be required to administer the TOP® pre and post surveys and the ADHS pre/post evaluation tool(s);
 4. A monthly Contractor's Expenditure Report (Exhibit Two (2)), due thirty (30) days following each month of service, to be submitted electronically to the designated ADHS TPP Program Manager and shall be approved by ADHS prior to reimbursement;
3. The Price Sheet of the IGA is replaced with the revised Price Sheet, Page Four (4) of this Amendment One (1). The IGA Item Pricing shall be revised in ProcureAZ to align with available funding upon execution of this Amendment One (1). The IGA line item pricing total remains the same at **\$191,708.00** based on the following line item changes:
 - a. Personnel Services will increase by \$998.84 for a total of **\$105,638.00** due to an increase for a fiscal clerk for every program.
 - b. ERE Services will increase by \$1,446.73 for a total of **\$42,256.00** due to an increase in retirement and health insurance rates for 0.50 FTE.
 - c. Travel Expenses will increase by \$1,013.62 for a total of **\$9,490.00** due to an increase in the amount per mile and the amount of miles due to adding San Carlos and the middle school curriculum.
 - d. Operating Expenses will decrease by \$3,727.84 for a total of **\$21,532.35** due to a decrease in office supplies to be purchased, a decrease in rent and utilities for the Payson office that is divided between two (2) programs, and a decrease in phone service and postage.
 - e. Indirect (if authorized) will increase by \$268.65 for a total of **\$12,541.65** due to an increase to approximately seven percent (7%) of salaries and ERE.
4. Pursuant to the Terms and Conditions, Provision 4.12 of the IGA, Scrutinized Businesses, is hereby deleted in its entirety.
5. Pursuant to Terms and Conditions, Provision Fifteen (15) of the IGA, Fingerprint and Certification Requirements/Juvenile Services, is hereby deleted in its entirety.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-034421	Amendment No. 1	Procurement Officer Tracy Chisler

6 Pursuant to the Terms and Conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 of the IGA is hereby replaced with the following language:

18. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Office, Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-034421	Amendment No. 1	Procurement Officer Tracy Chisler

Price Sheet

COST REIMBURSEMENT LINE ITEMS	TOTAL AMOUNT
PERSONNEL	\$105,638.00
EMPLOYEE RELATED EXPENSES	\$42,256.00
PROFESSIONAL AND OUTSIDE SERVICES	\$250.00
TRAVEL EXPENSES	\$9,490.00
OPERATING EXPENSES	\$21,532.35
INDIRECT (if authorized)	\$12,541.65
TOTAL	\$191,708.00

Note: The Contractor is authorized to transfer among line items up to ten percent (10%) of the total budget amount as shown on the Price Sheet and shall have prior written approval from the ADHS Program Manager. Any proposed transfer of funds among line items that exceeds ten percent (10%) of the budget amount shall require a Contract Amendment. Transfer of funds from a funded line to a non-funded line is not allowed without a Contract Amendment.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-034421

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Teen Pregnancy Prevention – Abstinence Plus

Begin Date: 01/01/2013

Geographic Service Area: Gila County

Termination Date: 12/31/2017

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

X

Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.

Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.

School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.

City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.

City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona	Transaction	(Sales)	Privilege:
Federal	Employer	Identification	No.:
Tax	License		No.:

Contractor Name: Gila County Health & Emergency Services

Address: 5515 S. Apache Ave., Suite 100
Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: Savaglio, Lauren

Phone: 928-402-8820

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Tommie C. Martin 1/22/13
Signature of Person Authorized to Sign Date

Tommie C. Martin, Chairman Board of Supervisors

Print Name and Title

This Contract shall henceforth be referred to as Contract

No. ADHS13-034421 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this 13th day of February, Year 2013

Christine Rutz

Procurement Officer

RESERVED FOR USE BY THE SECRETARY OF STATE

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Bryan Chambers 1-22-2013
Signature of Person Authorized to Sign Date

Bryan Chambers, Chief Deputy County Attorney

Print Name and Title

Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

Debra M. Stealy 2/11/2013
Signature Date

Assistant Attorney General:

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Contract Number ADHS13-034421	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS13-034421	

2. **Contract Type.**

This Contract shall be:

 X Cost Reimbursement

3. **Contract Interpretation.**

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments;
 - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS13-034421	

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1 Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
 - 4.10.1 Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2 Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

- 4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4 Applicable Taxes.

5.4.1 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. **Contract Changes**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7. Risk and Liability

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 Exclusions. Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. Description of Materials The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

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9.2 Stop Work Order.

9.2.1 Terms. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination**

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

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- 10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
- 10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.
- 10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.
11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
12. **Communication**
- 12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

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13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
 - 15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
 - 15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.
19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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A. Background

Arizona continues to have high teen pregnancy and teen birth rates even though there have been significant decreases in the past years. The 2010 data from the Centers for Disease Control and Prevention ranks Arizona 12th in the Nation for highest teen birth rates at 42.4 per 1,000 females, aged fifteen to nineteen (15-19) years of age.

Arizona Vital Statistics estimated that in 2009, 12,537 females under twenty (20) years of age were pregnant, and 26.6% (n=2,911) of females age nineteen (19) and younger giving birth in 2009 (n=10,952) reported having had a previous pregnancy. Teens aged fifteen to nineteen (15-19) years accounted for the vast majority of adolescent pregnancies (12,381) and represented fourteen percent (14%) of the total births of 92,616. Arizona's Medicaid program paid for 83.3 percent of deliveries to mothers nineteen (19) years of age or younger; more than half (55.1 percent) of these mothers had less than twelve (12) years of education. Hispanic or Latina teens age fifteen to nineteen (15-19) have nearly three (3) times the rate of births (85.0 per 1,000) compared to teens of other races (30.8 per 1,000). In addition, American Indian or Alaska Native (63.0 per 1,000) and Black or African American (58.2 per 1,000) had significantly higher rates than White non-Hispanic (23.8 per 1,000) and Asian or Pacific Islander (16.1 per 1,000) teens. Additional health status statistics can be obtained by accessing the Arizona Department of Health Services (ADHS) website at www.azdhs.gov/plan/index.htm.

The Arizona Department of Health Services (ADHS) Office of Women's and Children's Health (OWCH) Teen Pregnancy Prevention Programs employs research-based strategies that have been demonstrated to be effective or those that have been shown to have promise in reducing the rate of teen pregnancy and reducing the rate of sexually transmitted diseases. Programs also incorporate a youth development approach.

In addition, the program provides education to parents/caregivers utilizing programs that have been demonstrated to be effective or been shown to have promise and be consistent with research findings on strategies to involve parents in education programs.

Programs for youth and parents shall be medically accurate.

B. Objective

1. Lower the pregnancy rate among teenagers, especially those aged fifteen to seventeen (15 – 17) years old in Arizona;
2. Reduce the proportion of adolescents, seventeen (17) years and younger, who have engaged in sexual intercourse in Arizona;
3. Reduce the incidence of STD's among adolescents in Arizona;
4. Lower the birth rate among teenagers, especially those aged fifteen to seventeen (15-17) years in Arizona; and
5. Lower the rate of births among Hispanic female teenagers aged fifteen to seventeen (15-17) years in Arizona.

C. Scope of Work

The Teen Pregnancy Prevention Contractor shall perform the work required to administer and provide Abstinence Plus teen pregnancy prevention services to high-risk youth ages twelve to nineteen (12-19) years of age, and parents and/or caregivers of youth ages twelve to nineteen (12-19). These include but are not limited to, the following activities:

1. Provide outreach for recruitment of youth and parents;
2. Provide delivery of services to youth and parents in various settings appropriate for reaching targeted population; and
3. Administer evaluation of the project.

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D. Tasks

The Contractor shall:

1. Deliver programs to the following target populations in the County:
 - 1.1 Youth ages twelve to nineteen (12-19) years of age,
 - 1.2 Youth twelve to nineteen (12-19) years of age in Juvenile Detention Centers, and
 - 1.3 Parents/Caregivers of youth ages twelve to nineteen (12-19) years of age.
2. Deliver services in a variety of settings within the County convenient to reaching the targeted population, including but not limited to:
 - 2.1 In classroom time,
 - 2.2 After-school,
 - 2.3 Juvenile Detention Centers/Probation, and
 - 2.4 Community-based organizations.
3. Conduct outreach activities in the County targeting high-risk youth, and parents for recruitment into education programs. Outreach activities may include, but are not limited to:
 - 3.1 Development of promotional materials publicizing programs, and
 - 3.2 Media advertising promoting programs.
4. Deliver Abstinence Plus research-based, medically accurate programs with fidelity to youth in the County that have demonstrated effectiveness or have shown promise in reducing the rate of teen pregnancy and reducing the rate of sexually transmitted diseases.
 - 4.1 Approved Abstinence Plus programs for delivery are as follows:
 - 4.1.1 Core Curricula – programs must deliver one of these curricula: 1) ¡Cuidate!; 2) Draw the Line/Respect the Line; 3) Making A Difference; 4) Making Proud Choices; 5) Promoting Health Among Teens Comprehensive Abstinence & Safe Sex; 6) Reducing the Risk; 7) Wyman's Teen Outreach Program®.
 - 4.1.2 Core Curricula (Population Specific) – programs can deliver one of these curricula instead of the above curricula when working with the appropriate specific populations: 1) Native Stand; 2) Smart Girls; 3) Wise Guys; 4) Choosing the Best w/Adaptation Guide for Special Healthcare Needs Youth; 4) Teen Outreach Program w/Adaptation Guide for Special Healthcare Needs Youth.
 - 4.1.3 Supplemental Curricula – programs can add lessons from these to a Core Curricula delivering them either before or after the core curricula is delivered with fidelity: 1) Be Proud! Be Responsible!; 2) Love U2.
 - 4.1.4 Supplemental Curricula (Youth Development) - programs can deliver this in conjunction with a Core Curricula: 1) Peer Assisted Leadership (PAL).
 - 4.2 Program must incorporate a youth development approach.
 - 4.3 Program must obtain signed active parental permission slips for youth participants.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS13-034421	

- 4.4 Program must maintain attendance and sign-in records that includes name, date of birth, grade, age, gender, ethnicity, etc. (Exhibit 4).
- 4.5 Program must maintain the confidentiality of student participants.
- 4.6 County may utilize methods that are appropriate for their demographics and particular characteristics of their community to achieve program standards and outcomes.
- 4.7 Programs must assure that differences in culture, family structure, personal and family values, and resources are respected among communities throughout the county.
- 4.8 Curricula and other educational materials provided in a school based setting must follow the Arizona Department of Education (ADE) guidelines regarding sex education (R7-2-303 Sex Education) and must be approved in advance by ADHS.
- 5. Deliver programs to parents/caregivers in the County that have demonstrated effectiveness or have shown promise and are consistent with research findings on strategies to involve parents in educational programs.
 - 5.1 Parent Curricula – programs can deliver these curricula to parents, as appropriate for the age of their youth: 1) Active Parenting Now; 2) Active Parenting of Teens; 3) Can We Talk/Let's Talk. Programs cover exploration and discussion of parental views regarding sex, love and healthy relationships with others.
 - 5.2 Program must maintain attendance and sign-in records name, gender, ethnicity, etc. (Exhibit 4).
 - 5.3 County may utilize methods that are appropriate for their demographics and particular characteristics of their community to achieve program standards and outcomes.
 - 5.4 County is permitted the flexibility to implement the program in a manner that fits their neighborhood or community.
 - 5.5 Programs must assure that differences in culture, family structure, personal and family values, and resources are respected among communities throughout the county.
- 6. Conduct a process evaluation and administer an outcome evaluation of the project, including but not limited to:
 - 6.1 Administering a pre/post survey to youth and parents to measure skills, knowledge, attitudes, values and satisfaction with the project and project educators; and
 - 6.2 Compilation of participation data needed to complete process evaluation forms (Exhibit 3: Forms A-D), including but not limited to:
 - 6.2.1 Participant attendance and sign-in sheets,
 - 6.2.2 Unduplicated count of clients served,
 - 6.2.3 Participant ethnicity, gender, and age (no age required for parent education),
 - 6.2.4 Hours of services received by client, and
 - 6.2.5 Geographic areas of service within County.

E. Program Budgets

- 1. Budget will be reviewed annually and may decrease based on:

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS13-034421	

- 1.1 Changes in state lottery allocations;
- 1.2 Contractor not efficiently spending down budgets; and
- 1.3 ADHS program considerations not being met, as follows:
 - 1.3.1 Services being provided to 250 youth annually.
 - 1.3.2 Services expanded to sites outside of the juvenile justice system.

F. Requirements

- 1. Program staff/representative shall attend ADHS Quarterly Contractor Meetings.
- 2. Program staff shall attend training, presentations, meetings, etc. as required by ADHS.
- 3. Program shall follow the ADHS Accounting Procedures & Policy guidelines.
- 4. Program staff shall follow the ADHS TPP Curricula Adaptation Policy.
- 5. Program shall report program staff changes within fifteen (15) days of hire/leave.
- 6. Program shall include the funding source verbiage "*Funded by the Arizona Department of Health Services Teen Pregnancy Prevention Program*" or the ADHS logo in any marketing materials (brochures, posters, public service announcements, videos, etc.) which will be paid for with the funds from this Grant funding.
- 7. Any curricula adaptation requests shall be approved in writing by the ADHS prior to implementing;
- 8. Any line item budget moves, within ten percent (10%) of total budgets, are allowable with advance written approval from the ADHS;
- 9. Changes or updates to the Logic Model content are allowable with prior written approval from ADHS;
- 10. Any surveys, focus group moderator guides, etc. developed to evaluate the programs, student or parent knowledge, behavior, etc. needs to be pre-approved in writing by ADHS prior to administering;
- 11. Prior to the Contractor publishing or recording any marketing materials (brochures, posters, public service announcements, videos, etc.) which will be paid for with the funds from this Grant funding, a draft of the marketing material must first be approved in writing by ADHS;
- 12. Any out-of-state travel shall be pre-approved in writing by ADHS prior to traveling;
- 13. Equipment purchases, (i.e., laptops, projectors, printers, etc.), shall be pre-approved in writing by ADHS; and
- 14. Equipment purchases shall be inventoried and tagged with ADHS Inventory and Control within thirty (30) days of purchase.

G. Deliverables

The Contractor shall submit to ADHS:

- 1. A completed Logic Model (format provided by ADHS) due within thirty (30) days of Contract award (Exhibit 1);
- 2. A monthly narrative report (template provided by ADHS) of program activity services rendered due within thirty (30) days following each month of service (Exhibit 5) and shall be approved by ADHS

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS13-034421	

prior to reimbursement;

3. Administer ADHS pre and post evaluation tool(s) to each participating youth and submit to ADHS within ten (10) days of completion of tool. In addition, programs implementing the Wyman Teen Outreach Program® (TOP) will be required to administer the TOP® pre and post surveys and the ADHS pre/post evaluation tool(s);
4. A monthly Contractor's Expenditure Report (Exhibit 2), due thirty (30) days following each month of service. Budget and/or expenditure documentation related to monthly invoices shall be submitted to the program manager, and shall be approved by ADHS prior to reimbursement;
5. Online submission at www.tppaz.org of Forms A - D (Exhibit 3) due at six (6) months (reporting counts from January – June) and twelve (12) months (reporting counts from January – December) within fifteen (15) days following each period for prior approval by ADHS;
6. Online submission at www.tppaz.org of Fidelity Monitoring Forms entered into the system for each lesson and end-of-session no later than Five (5) days following class lesson and/or session;
7. Completed ADHS Curriculum Adaptation request forms (Exhibit 6) when requesting to alter the delivery of curriculum with fidelity. Submit the ADHS Curriculum Adaptation request forms to ADHS for approval thirty (30) days prior to implementation;
8. An Annual Narrative (template provided by ADHS) of program activity services rendered, any evaluation data and analysis other than ADHS pre/post evaluation, due forty-five (45) days following the end of the Grant funding period for prior approval;
9. Any changes or updates to the Logic Model are allowable with prior written approval from ADHS; and
10. Budget (includes budget justification and itemized budget) that will be implemented during the next Grant funding period shall be submitted to ADHS upon request.

H. Notices, Correspondence and Reports

1. Notices, Correspondence, Reports and Invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Bureau of Women's and Children's Health
Teen Pregnancy Prevention Program Manager
150 North 18th Avenue, Suite 320
Phoenix, AZ 85007
Telephone: 602-364-1400
Facsimile: 602-364-1494
2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Gila County Health & Emergency Services
Attn: Michael O'Driscoll
1400 East Ash Street
Globe, AZ 85501
Telephone: 928-402-8761
E-Mail: modriscoll@co.gila.az.us

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS13-034421	

COST REIMBURSEMENT LINE ITEMS	TOTAL AMOUNT
PERSONNEL	\$104,639.16
EMPLOYEE RELATED EXPENSES	\$40,809.27
PROFESSIONAL/OUTSIDE SERVICES	\$250.00
TRAVEL EXPENSES	\$8,476.38
OTHER OPERATING EXPENSES	\$25,260.19
INDIRECT	\$12,273.00
TOTAL	\$191,708.00

Note: The Contractor is authorized to transfer among line items up to ten percent (10%) of the total budget amount as shown on the Price Sheet/Fee Schedule and shall have prior written approval from the ADHS program manager. Any proposed transfer of funds among line items that exceeds ten percent (10%) of the budget amount shall require a Contract Amendment. Transfer of funds from a funded line to a non-funded line is not allowed without a Contract Amendment.

EXHIBIT 1 Logic Model

Contract Number ADHS13-034421

Logic Model Framework

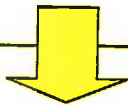
GOAL: Describe the goal of your program: a broad statement of intended change which identifies the target population.

THEORY: Explain the theory behind why the program(s) approach will work.

TARGET POPULATION: Describe the population of clients that will be served.

INPUTS: List the program(s) inputs - i.e. the resources, people, skills, knowledge and tools being used to deliver services.

Resources dedicated to or consumed by the program: i.e.:
money, staff, time, facilities
volunteers, equipment, supplies
Constraints on the Program:
Laws, regulations, requirements



STRATEGIES: List the strategies - i.e. things done to, for or with the population intended to lead to the desired change.

What the program does with inputs to fulfill its mission:
Activities
Services
Processes



OUTPUTS: List the outputs - i.e. the product of the activity, service or process. List in quantitative measures.

The direct product of program
Activities, Services or Processes



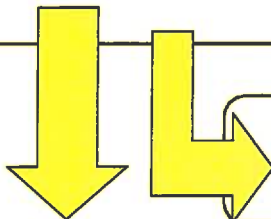
EXHIBIT 1 Logic Model

Contract Number ADHS13-034421

SHORT-TERM OUTCOMES: List the short-term benefits expected from the target population.



Short-term outcomes should focus on changes in: Knowledge, Attitude, or Skill of the target population.



INDICATORS: List the indicators that will be used to measure the changes/benefit

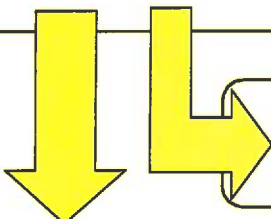


Use the indicators to quantitatively describe the program(s) intended measurable results.

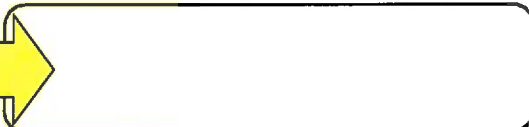
MID-TERM OUTCOMES: List the mid-term benefits expected from the target population.



Mid-term outcomes should focus on changes in: Behavior of the target population.



INDICATORS: List the indicators that will be used to measure the changes/benefits.

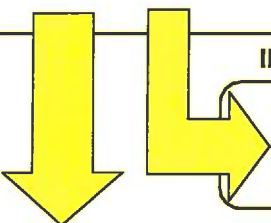


Use the indicators to quantitatively describe the program(s) intended measurable results.

LONG-TERM OUTCOMES: List the long-term benefits expected from the target population.



Long-term outcomes should focus on changes in: Condition or Altered Status of the target population



INDICATORS: List the indicators that will be used to measure the changes/benefits.



Use the indicators to quantitatively describe the program(s) intended measurable results.

ARF-2963

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 01/20/2015

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: County Manager

Fiscal Year: 2014-2015 Budgeted?: Yes

Contract Dates July 1, 2014 - Grant?: No

Begin & End: June 30, 2015

Matching No Fund?: New

Requirement?:

Information

Request/Subject

City of Globe Intergovernmental Agreement (IGA) No. 071414 - Meals on Wheels Funding.

Background Information

On July 24, 2014, the County Board of Supervisors received a letter from the City of Globe Finance Director Joseph Jarvis requesting a contribution from the County in the amount of \$30,000 to assist the Globe Active Adult Center (GAAC) with its Meals on Wheels program.

At the September 16, 2014, Board of Supervisors' meeting, an IGA was presented to the Board of Supervisors in the amount of \$30,000. Due to limited funding in the Community Agency Fund, and prior contributions made in 2014 to the Meals on Wheels program by Supervisor Marcanti and Supervisor Pastor, County staff believed it prudent to contribute \$10,000 rather than the requested \$30,000. At the September 16, 2014, Board of Supervisors' meeting, the Board approved funding to the City of Globe in an amount of \$10,000 and staff was directed to prepare an IGA with the City of Globe in the amount of \$10,000.

Evaluation

A revised IGA in the amount of \$10,000 was submitted to the City of Globe for signatures on September 17, 2014. During the review process, the City of Globe attorney requested a minor change in the language. After several discussions with both Bill Sims, Attorney for the City of Globe, and Bryan Chambers, Deputy County Attorney/Civil Bureau Chief for Gila County, an agreement was reached as to the language change.

The language previously approved by the Board of Supervisors at its September 16, 2014, meeting read: This Agreement is made and entered into effective this _____ day of _____, 2014, by and between Gila County, hereinafter referred to as "County" and the **City of Globe-Globe Active Adult Center**, hereinafter referred to as "City".

The revised language reads: This Agreement is made and entered into effective this _____ day of _____, 2014, by and between Gila County, hereinafter referred to as "County" and the **City of Globe *through the Globe Active Adult Center***, hereinafter referred to as "City".

Conclusion

Staff is requesting that the Board of Supervisors approve the minor language change to IGA No. 071414 with the City of Globe, from the original language that the Board approved at its September 16, 2014, meeting.

Recommendation

Staff recommends the Board of Supervisors approve the minor language change to IGA No. 071414 with the City of Globe, from the original language that the Board approved at its September 16, 2014, meeting.

Suggested Motion

Approval of a technical amendment revising the language in Intergovernmental Agreement No. 071414 from "City of Globe-Globe Active Adult Center" to "City of Globe *through the Globe Active Adult Center*."

Attachments

IGA 071414

Legal Explanation

INTERGOVERNMENTAL AGREEMENT NO. 071414

**BETWEEN
GILA COUNTY**

AND

**CITY OF GLOBE
GLOBE ACTIVE ADULT CENTER**

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2015, by and between Gila County, hereinafter referred to as "County" and the City of Globe through the Globe Active Adult Center, hereinafter referred to as "City".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to the City in order to further the economic development potentials of the Globe Active Adult Center to aid in the continuance of providing meals for both attendees at the center and those who receive delivered meals; and

WHEREAS, the City has requested funding to aid in the City's efforts to continue to provide meals to the community, based upon the needs of the community and, in particular, the population that receives services through the Active Adult Center in Globe, AZ.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$10,000 in an Economic Development Grant to the City, to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$10,000 in the form of an Economic Development Grant to the City for the Globe Active Adult Center Nutrition Program, the benefit of the public.
2. The Grant will be used by the City for the sole purpose of providing nutrition services, open to people age 60 or more, married to someone 60 or more, and the disabled, as authorized by the Older Americans Act and administered by Pinal-Gila Council for Senior Citizens.
3. The City agrees to maintain records for the grant period of July 1, 2014 through June 30, 2015. The report will be due on July 1, 2015, and indicate the number of meals provided for Meals on Wheels and On Site diners, the total number of meals served, and the percentage of the meals provided for residents of Gila County, outside the City limits. All information provided shall be of public record. Failure to furnish the report will result in future funding being withheld by the County.

4. The reports should be mailed to:
Gila County
Attn: County Manager
1400 E. Ash Street
Globe, AZ 85501
5. The City agrees to credit the County's Economic Development Grant funding in all literature advertising the Globe Active Adult Center.
6. Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

City of Globe Attn: Terence O. Wheeler 150 N. Pine Street Globe, Arizona 85501	Gila County Board of Supervisors Attn: Don McDaniel, Jr. 1400 E. Ash Street Globe, Arizona 85501
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GENERAL TERMS


1. Indemnification: The City shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the City, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the City does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS WHEREOF, three (3) identical counterparts of this Intergovernmental Agreement No. 071414, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinafter named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman of the Board

CITY OF GLOBE




Terence O. Wheeler
Mayor

ATTEST

Marian Sheppard, Clerk of the Board

ATTEST



Shelly Salazar, City Clerk

APPROVED AS TO FORM

Bryan B. Chambers, Deputy County Attorney/
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

APPROVED AS TO FORM



William J. Sims, City Attorney



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2959

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 01/20/2015
Submitted For: Paula Horn, Deputy Director of Prevention Services
Submitted By: Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division
Department: Health & Emergency Services Division Division: Prevention Services
Fiscal Year: 2014-2015 Budgeted?: Yes
Contract Dates 04/01/2013 through 3/31/15 Grant?: Yes
Begin & End:
Matching No Fund?: Renewal
Requirement?:

Information

Request/Subject

Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS13-040496) with the Arizona Department of Health Services for HIV Care Services.

Background Information

Gila County has been providing HIV care and support services to Gila, Apache, and Navajo Counties for over eight years. Contract No. ADHS13-0040496 was approved by the Board of Supervisors on August 6, 2013. Amendment No.1 to the contract was approved by Board of Supervisors on December 17, 2013. Amendment No. 2 to the contract provides changes to the line items.

Evaluation

Approval of Amendment No. 2 to Contract No. ADHS13-040496 will allow Gila County the ability to continue providing HIV care and support services to Gila, Apache and Navajo Counties.

Conclusion

Approval of Amendment No. 2 to Contract No ADHS13-040496 will allow Gila County the ability to provide HIV care and support services to Gila, Apache and Navajo Counties.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS13-040496) between Gila County and the Arizona Department of Health Services for the period of April 1, 2014, through March 31, 2015.

Suggested Motion

Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS13-040496) between Gila County and the Arizona Department of Health Services to continue to provide HIV care and support services to Gila, Apache and Navajo Counties for the period of April 1, 2014, through March 31, 2015.

Attachments

Amendment No. 2

Amendment No. 1

Original contract

Legal Explanation



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS13-040496**

Amendment No. **2**

Jacqueline Ortega-Avila
Procurement Officer

HIV CARE AND SERVICES

Effective April 1, 2014, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to the Terms and Conditions Provision Six (6) , Contract Changes, Item Number 6.1, Amendments, Purchase Orders and Change Orders, the Scope of Services, Provision Four (4), Tasks of the Intergovernmental Agreement is hereby revised to add 4.19 as follows in this Amendment 3: .

4.19. Primary care practitioners treat patients seeking to maintain optimal health as well as those with acute and chronic physical, mental, and social health issues, including multiple chronic diseases. Chronic illnesses usually treated by primary care providers include: hypertension, heart failure, angina, diabetes, asthma, COPD, depression, anxiety, back pain, arthritis, thyroid dysfunction, and HIV. Primary care is inclusive of HIV, and proof of a relationship with HIV is not needed if these conditions are treated as part of routine primary HIV medical care. Where medical specialty care is required, Ryan White HIV/AIDS Program funding is provided only if the condition is related to the individual's HIV disease. The grantee must provide comprehensive, coordinated primary HIV medical care, and this defines the types of provider visits that are allowable under Ryan White HIV/AIDS Programs. An eligibility record can be developed so that once the agency deems that client eligible for Ryan White HIV/AIDS Program services, the client can access any of the provider's services. Because medical care must be HIV-related, the information and documentation to establish eligibility prior must be available and scanned into the system as part of the patient record. The main characteristic of primary care is that the patients consult their primary care doctor for routine check-ups and any time they have a new physical problem. This guideline is applicable to any insured and uninsured Ryan White Part B clients.

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

Gila County Health & Emergency Services

Contractor Name

1400 East Ash

Address

Globe

Arizona

85501

City

State

Zip

CONTRACTOR SIGNATURE

Contractor Authorized Signature

Michael A. Pastor

Printed Name

Chairman, Board of Supervisors

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this _____ day of _____ 2014

Procurement Officer

Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature


Date

Assistant Attorney General

Printed Name:

RESERVED FOR USE BY THE SECRETARY OF STATE

**Under House Bill 2011, A.R.S. § 11-952
was amended to remove the requirement
that Intergovernmental Agreements be filed
with the Secretary of State.**


	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-040496	Amendment No. 2	Jacqueline Ortega-Avila Procurement Officer

2. Pursuant to the Terms and Conditions Provision Six (6) , Contract Changes, Item Number 6.1, Amendments, Purchase Orders and Change Orders., the Scope of Services, Provision Four (4), Tasks of the Intergovernmental Agreement is hereby revised to add 4.20 as follows in this Amendment 3: . :

4.20. With program permission, a Contractor may have an administration cost of more than ten percent (10%).

3. Pursuant to the Terms and Conditions Provision Six (6) , Contract Changes, Item Number 6.1, Amendments, Purchase Orders and Change Orders., the Price Sheet, page thirty-seven (37) of the original Agreement is replaced with the *Revised* Price Sheet on page three (3) of this Amendment 3.

- **Core Medical Personnel & ERE** increased \$49,659.00 due to changes in personnel; salary for EIS position was lower than planned and the new CM was hired at a lower salary. The total is \$145,625.74
- **Core Medical Services Delivered** increased by \$16,000.00 to add funds for Oral and Mental Health. The total is \$67,900.00.
- **Support Services PS/ERE** decreased by \$46,867.00 new total is \$0.00. The salary was moved up to MCM.
- **Support Services Delivered** decreased \$19,124.00 to add funds for Emergency Financial Assistance and Medical Transportation. The total is \$35,906.00.
- **Administration PS/ERE** increased by \$333.00, to correctly account for Personnel/ERE correctly. The total is \$6,983.00
- **Administration Services Delivered** no changes. The total remains at \$20,211.00
- The Price Sheet increased by \$0.00 and the **Annual Amount of \$276,625.00** remains the same.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-040496	Amendment No. 2	Jacqueline Ortega-Avila Procurement Officer

Gila County Health & Emergency Services
REVISED Price Sheet
Effective April 1, 2014

COST REIMBURSEMENT LINE ITEMS	ANNUAL AMOUNT
Core Medical Personnel & ERE	\$145,625.74
Core Medical Services Delivered	\$67,900.00
Support Services Personnel & ERE	\$0.00
Support Services Delivered	\$35,906.00
Administration Personnel & ERE	\$6,983.00
Administration Services Delivered	\$20,211.00
TOTAL NOT TO EXCEED:	\$276,625.00



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Jacqueline Ortega-Avila

Contract No: **ADHS13-040496**

Amendment No. 1

HIV CARE AND SERVICES

Effective September 20, 2013, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- Pursuant to Page Two (2), Terms and Conditions, Provision Four (4), Contract Administration and Operation, Item (4.12), Scrutinized Businesses, is deleted in its entirety.
- Pursuant to Page Six (6), Terms and Conditions, Provision Six (6), Contract Changes, Item (6.1), the Scope of Services, Provision Five (5), Requirements, of the Contract, is hereby revised to add the following:

5. Requirements

5.9 When an audit is conducted, the Contractor shall be responsible for reimbursing unallowable expenses if an outcome is found for unallowable expenses on a Contractor's Expenditure Report. ADHS will collect any reimbursements due to unallowable expenditures.
- Pursuant to Page Six (6), Terms and Conditions, Provision Six (6), Contract Changes, Item (6.1), Amendments, Purchase Orders and Change Orders, the Scope of Services, Provision Seven (7), Deliverables, of the Contract, is hereby revised to add the following:

(CONTINUED ON NEXT PAGE)

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

Gila County Health Department

Contractor Name

5515 South Apache Avenue, Suite #100

Address

Globe Arizona 85501
City State Zip

CONTRACTOR SIGNATURE

Contractor Authorized Signature

Michael A. Pastor

Printed Name

Chairman Board of Supervisors
Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

Signature Date 12-17-13

Bryan Chambers, Deputy Attorney Principal

Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 7th day of January 2013
2014 CR

Christine Ruth
Procurement Officer


Attorney General Contract No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona

Signature Date 1/3/14
Assistant Attorney General

Printed Name: Patricia LaMagna

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-040496	Amendment No. 1	Procurement Specialist Jacqueline Ortega-Avila

5. Pursuant to Page Eleven (11), Terms and Conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA) is revised to read as follows:


18. Health Insurance Portability and Accountability Act of 1996 (HIPAA) The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Office, Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET /SISPO Chief Privacy Officer and HIPAA Coordinator.

6. Pursuant to Page Twelve (12), Terms and Conditions, Provision Twenty (20) is added as follows:

20. Data Universal Numbering System (DUNS) Number Requirement

Pursuant to 2 CFR 25.100 *et seq.*, no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its DUNS Number to ADHS.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams. Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-040496	Amendment No. 1	Procurement Specialist Jacqueline Ortega-Avila

7. Deliverables

7.1 The Contractor shall submit to ADHS the following deliverables.

ITEM	DELIVERABLE NAME	DELIVERABLE DUE DATE	SUBMIT TO
7.1.1	Monthly CER and Monthly Activity Report (MAR)	Fifteen (15) days after month in service/claim	Program Manager
7.1.2	Client level data entry into an HRSA approved data system	Five (5) days after activity	Program Manager via CAREWare or other HRSA approved system
7.1.3	Quarterly Narrative Report	July 15, Oct 15, Jan 15, of each year	Program Manager
7.1.4	Ryan White Data Report (RDR)/Ryan White Services Report (RSR)	Between January and March each year for prior Calendar Year data (due date defined by HRSA)	Program Manager and HRSA through Electronic Handbook
7.1.5	Annual Narrative Report	April 15 of each year	Program Manager
7.1.6	Annual Service Delivery Plan	April 30 of each year	Program Manager
7.1.7	Quality Management Plan	May 1 of each year	Program Manager
7.1.8	Budget Projections	Jan 1 of each year for remainder of current year	Program Manager
7.1.9	Yearly Budget Worksheet and Narrative/justification	December 1 of each year for March 31 year end	Program Manager

7.2 Invoices

- 7.2.1 Contractors have 45 days from the receipt of this amendment to provide Part B with a plan on how the agency will ensure invoices/claims are paid within the current grant year.
- 7.2.2 Invoices which are being paid, must be for services received within the current grant year April 1st to March 31st. Contractors have until May 15th to reconcile any payments which are received for the previous grant year. Any invoice received after May 15th for the previous grant year cannot be paid with RW grant funds.
- 7.2.3 **Example:** Current grant year is April 1, 2013 to March 31, 2014. Any invoices with a date of service prior to March 31, 2013 cannot be paid with current grant funds; there are no exceptions. The date of invoice cannot be used; contractors must use the date of service to determine if an invoice can be paid. A contractor who pays for an invoice dated from a previous grant cycle will be required to reimburse ADHS.

4. Pursuant to Page Eleven (11), Terms and Conditions, Provision Fifteen (15), Fingerprint and Certification Requirements/Juvenile Services, is deleted in its entirety.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-040496

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: HIV Care Services

Begin Date: April 1, 2013

Geographic Service Area: Gila County, Apache County, and Navajo County

Termination Date: March 31, 2015

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- ☒ Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
☐ Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
☐ School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
☐ City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
☐ City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____		FOR CLARIFICATION, CONTACT:	
Federal Employer Identification No.: _____		Name: <u>Paula Horn</u>	
Tax License No.: _____		Phone: <u>928-402-8813</u>	
Contractor Name: <u>Gila County Health Department</u>		FAX No: <u>928-425-0794</u>	
Address: <u>5515 S. Apache Ave., Suite 100</u> <u>Globe, AZ 85501</u>			
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. <u>Michael A. Pastor</u> <u>8-6-13</u> Signature of Person Authorized to Sign Date <u>Michael A. Pastor, Chairman</u> Print Name and Title <u>Board of Supervisors</u>		This Contract shall henceforth be referred to as Contract No. <u>ADHS13-040496</u> . The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. State of Arizona <u>8</u> Signed this <u>23</u> day of <u>August</u> , 2013 <u>Christine Ruth</u> Procurement Officer	
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona. <u>Approved as To form</u> <u>Bryan Chambers</u> <u>8-6-13</u> Signature of Person Authorized to Sign Date <u>Bryan Chambers, Deputy Attorney</u> Print Name and Title <u>Principal</u>		RESERVED FOR USE BY THE SECRETARY OF STATE	
Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY: <u>Debra L. Stark</u> <u>8/21/2013</u> Signature Date Assistant Attorney General: <u>Debra L. Stark</u>		Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.	

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-040496	TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

- 1.1 **"Attachment"** means any document attached to the Contract and incorporated into the Contract.
- 1.2 **"ADHS"** means Arizona Department of Health Services.
- 1.3 **"Budget Term"** means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 **"Change Order"** means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 **"Contract"** means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement of Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 **"Contract Amendment"** means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 **"Contractor"** means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 **"Cost Reimbursement"** means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 **"Days"** means calendar days unless otherwise specified.
- 1.10 **"Fixed Price"** establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.11 **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.12 **"Materials"** unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
- 1.13 **"Procurement Officer"** means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.14 **"Purchase Order"** means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.15 **"Services"** means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.16 **"Subcontract"** means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.17 **"State"** means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number	INTERGOVERNMENTAL AGREEMENT
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2. Contract Type.

This Contract shall be: (check one)

 X Cost Reimbursement

3. Contract Interpretation.

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

Contract Number	INTERGOVERNMENTAL AGREEMENT
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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 **Records and Audit.** Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 **Financial Management.** For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1 **Federal Funding.** Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2 **State Funding.** Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 **Inspection and Testing.** The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 **Property of the State.**
- 4.10.1 **Equipment.** Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2 **Title and Rights to Materials.** As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

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Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments.**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4 Applicable Taxes.

5.4.1 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. Contract Changes.

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7. Risk and Liability.

- 7.1 **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2 **Mutual Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 **Indemnification - Patent and Copyright.** To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 **Force Majeure.**
- 7.4.1 **Liability and Definition.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 **Exclusions.** Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 **Notice.** If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. Description of Materials.

The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

- 8.2.1 Of a quality to pass without objection in the Contract description;
- 8.2.2 Fit for the intended purposes for which the Materials are used;
- 8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 8.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

- 8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
- 8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies.

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be

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the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 *Non-exclusive Remedies.* The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 *Right of Offset.* The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination.

10.1 *Cancellation for Conflict of Interest.* Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 *Gratuities.* The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 *Suspension or Debarment.* The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

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10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration.

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. Communication.

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

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13. Client Grievances.

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. Sovereign Immunity.

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Fingerprint and Certification Requirements/Juvenile Services.

15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. Administrative Changes.

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. Survival of Terms After Termination or Cancellation of Contract.

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing

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the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator

19. Comments Welcome.

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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1. Background

- 1.1 The mission of the Arizona Department of Health Services (ADHS), Office of Disease Integration and Services, Ryan White Part B HIV Care and Services Program (Program) is to provide medically necessary health care and support services for low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/AIDS. The Program provides services to eligible clients residing in all counties of Arizona except Maricopa County, Pinal County, and Mohave County.
- 1.2 Services to be provided under this Contract are fully funded through the Ryan White HIV/AIDS Treatment Extension Act of 2009, formerly known as the Ryan White HIV/AIDS Treatment Modernization Act of 2006, administered by the Health Resources Services Administration (HRSA), HIV/AIDS Bureau (HAB) Ryan White funding fills gaps in care not covered by other resources. The ADHS Office of Disease Integration and Services is the only authorized administrator of Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and is mandated to ensure the provision of Core Medical and Support Services as specified by HRSA.
- 1.3 The ADHS Office of Disease Integration and Services and Office of HIV Prevention have the responsibility of administering:
 - 1.3.1 HIV Surveillance Program Cooperative Agreement funds,
 - 1.3.2 HIV Prevention Program Cooperative Agreement funds by the U.S. Centers for Disease Control Prevention (CDC), and
 - 1.3.3 Ryan White HIV/AIDS Treatment Extension Act of 2009 administered by the HRSA, HIV/AIDS Bureau (HAB) Ryan White funding.
- 1.4 HIV Surveillance funds are provided to State Health Departments to supplement HIV Surveillance efforts. These efforts include case investigation and reporting of data to ADHS in a timely manner.
- 1.5 The current National HIV/AIDS strategy has three (3) goals:
 - 1.5.1 Increase access to care and optimize health outcomes for people living with HIV;
 - 1.5.2 Reduce HIV-related health disparities; and
 - 1.5.3 Reduce the number of people who become infected with HIV.
- 1.6 The passage of the Patient Protection and Affordable Care Act (ACA) in March 2010 will result in significant changes to the traditional direct delivery strategy of the Ryan White funded program. Leading up to its full implementation in 2014, HIV care delivery models must need to effectively coordinate service delivery in coordination with primary payer plans. Within Arizona, the Ryan White Part B program is responsible for working collaboratively with other Ryan White grantees, as well as, with providers in the Healthcare System of Arizona to achieve the National HIV/AIDS Strategy goals. In an effort to improve and expand access to medically necessary health care and support services for low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources, ADHS used a statewide needs assessment and strategic planning process to establish priorities for the Ryan White Part B program. Priorities established in the most recent Arizona Statewide Coordinated Statement of Need (SCSN) include in the following order:
 - 1.6.1 Primary Medical Care,
 - 1.6.2 Medications,
 - 1.6.3 Health Insurance,

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- 1.6.4 Housing Assistance,
- 1.6.5 Medical Transportation,
- 1.6.6 Nutritional Counseling/Food Bank Services,
- 1.6.7 Case Management,
- 1.6.8 Mental Health Services,
- 1.6.9 Emergency Financial Assistance, and
- 1.6.10 Dental Care.

2. Objective

- 2.1 To fill gaps in core medical and support services to low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/AIDS.
- 2.2 Assist local Community Based Organizations (CBO) and Ryan White Part B providers in partner elicitation and coordinate for Partner Services within county health department.
- 2.3 Conduct HIV Case Surveillance Activities.
- 2.4 Coordinate linkage to care activities for persons newly diagnosed with HIV.

3. Scope of Work

- 3.1 The Contract services to be provided during the term of the contract shall address problems and needs and seek to achieve the program goals described below:
 - 3.1.1 The Contractor shall provide core medical and support services to eligible Ryan White Part B clients in accordance with the HRSA guideline found at <http://hab.hrsa.gov>;
 - 3.1.2 Conduct HIV Surveillance activities in accordance with the most recent guidelines from the CDC (www.cdc.gov);
 - 3.1.3 Supplement current Partner Services including partner/spousal elicitation and notification activities; and
 - 3.1.4 Coordinate with local CBOs and Ryan White Part B providers to elicit partners and provide technical assistance on Partner Services.

4. Tasks

The Contractor shall:

- 4.1 Implement services in accordance to the detail Budget provided in Attachment D.
- 4.2 Provide appropriate training for staff that has responsibility for fulfilling any components of the service categories. A determination of appropriate training shall be made in conjunction with ADHS Contract monitor;
- 4.3 Develop a local quality management plan for the proposed service categories; Exhibit 1; Program Implementation Plan and Local Quality Management;

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- 4.4 Participate in the Ryan White Part B strategy for Early Identification of Individuals with HIV/AIDS (EIIHA);
- 4.5 Develop policies and procedures to support the service categories being proposed;
- 4.6 Identify a Project Manager who shall be the primary contact person for the ADHS Office Chief to discuss assigned projects or tasks.
- 4.7 Each proposed service category requires confidentiality of information or security arrangements completed prior to providing services to clients;
- 4.8 Maintain a financial point of contact responsible for ensuring that all Federal and State Standards are met in the record keeping and billing of this program; and
- 4.9 Evaluation activities to include, at a minimum:

4.9.1 Formative evaluation,

4.9.2 Process monitoring elements,

4.9.3 Process evaluation elements,

4.9.4 Outcome monitoring elements,

4.9.5 Analysis of data,

4.9.6 Program improvement,

4.9.7 Timeline,

4.9.8 Evaluation tools, and

4.9.9 Description of responsible parties.
- 4.10 Collection of required data variables see Attachment B, Security and Confidentiality Standards, required by the HRSA or by ADHS in a secured electronic data system approved by HRSA for Ryan White Reporting.

4.10.1 Collect data elements according to the standards and guidelines established by HRSA and ADHS, including but not limited to:

4.10.1.1 Participant,

4.10.1.2 Demographic and risk behavior, and

4.10.1.3 Service Category activities and process monitoring of all areas of the Service Category.

4.10.2 Other reporting required by ADHS.
- 4.11 Provide culturally competent services see Exhibit 2, Cultural Competency Standards.

4.11.1 Develop a plan, to be approved by ADHS, for the purpose of enhancing of cultural competency in the delivery of services and staff training;

4.11.2 "Cultural Competency" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals that enable the system, agency or those

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professions to work effectively in cross-cultural situations; and

4.11.3 These policies/strategies shall serve to integrate CLAS (Culturally and Linguistically Appropriate Services) when determining customer service needs.

4.12 Materials Review

4.12.1 Ensure that all materials developed or utilized by the Contractor are approved by ADHS prior to use. Guidelines for submission are included in Exhibit 4, Materials Review Standards. Complete Attachment A, Materials Review Acceptance.

4.12.2 Supplement current Partner Services in public and private sectors to persons newly diagnosed with HIV in Gila County.

4.13 Ensure Partner Services are:

4.13.1 Confidential in all aspects. It is critical that all Partner Services include and follow strict procedures to ensuring privacy, confidentiality, and security of data.

4.13.2 Timely (i.e. locating and notifying activities are initiated and completed promptly within ADHS-established timelines). Offered to every client identified by the county health department's testing program within twenty-one (21) days of learning their confirmatory HIV test result.

4.13.3 Appropriately documented in the reporting systems provided by the ADHS Epidemiology and Prevention programs. All Partner Services sessions shall be in accordance with the most recent version of the Partner Services guidance issued by the CDC Prevention and Surveillance branches.

4.14 Ensure reporting of HIV positive test results to ADHS in accordance with the established guidelines provided by the ADHS Surveillance Program.

4.15 Work with community partners and promote integration of Partner Services into existing services by:

4.15.1 Ensuring that information about how to access Partner Services is easily accessible by health care providers in the public and private sectors, CBOs, and other agencies diagnosing or providing services to HIV-infected persons.

4.15.2 Subcontract with other Ryan White Part B providers to pay bills for services provided by other Ryan White Part B providers to clients who reside in the Contractor's county; and

4.16 Conduct HIV Case Surveillance activities in public and private sectors with related to all persons newly diagnosed with HIV in Gila County. These programs should address all steps of HIV case surveillance.

4.17 Report HIV positive test results to ADHS in accordance with the established guidelines.

4.17.1 Obtain medical, laboratory and other information required to complete the CDC HIV/AIDS Reporting System (HARS) Confidential Case Report Form in both the adult and pediatric CDC forms as appropriate and the ADHS HIV/AIDS supplemental report form. Information may be obtained, when necessary, through direct interviews with the reported individual. Contractor shall pay particular attention to risk, race, earliest lab test dates, AIDS-defining conditions and travel outside Arizona. When such information cannot be obtained, the Case Report shall be so annotated.

4.17.2 Conduct HIV Incidence Surveillance interviews in accordance with CDC and ADHS requirements, paying particular attention to data fields:

4.17.2.1 "Date of First Positive,"

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- 4.17.2.2 "Ever Tested Negative,"
- 4.17.2.3 "Number of Negative Tests,"
- 4.17.2.4 "Date of Last Negative,"
- 4.17.2.5 "Ever Had Previous Positive Test,"
- 4.17.2.6 "Ever Taken ARVs," and
- 4.17.2.7 "ARV Use Dates."

4.17.3 Forward completed case reports for ADHS review. Activities shall be summarized in the monthly statistical reports at the end of the reporting year. All HIV Case Reports shall be forwarded to ADHS in envelopes marked "Confidential".

4.17.4 Ensure Surveillance Staff complete cases within ADHS established timelines.

4.18 Other program monitoring measures:

4.18.1 Fully cooperate with other contractors and state employees. The Contractor shall not commit or permit any act that interferes with the performance of any other ADHS Contractor or of state employees.

5. Requirements

The Contractor shall:

- 5.1 Follow the eligibility screening protocols and documentation for the Ryan White Part B providers in Exhibit 3 and future updates established by ADHS.
- 5.2 Provide facilities that are suitable for implementing the service categories chosen for this Contract. ADHS reserves the right to inspect any facilities to determine the suitability.
- 5.3 Follow the Accounting and Auditing Procedures Manual for contractors of ADHS Funded Programs (http://www.azdhs.gov/bhs/finance/account_audit.htm).
- 5.4 Maintain the following:
 - 5.4.1 An employee code of ethics or standards of conduct. This document must include policies and procedures to discourage soliciting cash or in-kind payments for the purchase, lease, or ordering of any goods, facility services or items, or recommendations of such actions.
 - 5.4.2 A Corporate Compliance Plan.
 - 5.4.3 Policies and Procedures that shall discourage:
 - 5.4.3.1 The hiring of persons with a criminal record,
 - 5.4.3.2 The hiring of persons being investigated by Medicare or Medicaid, and
 - 5.4.3.3 Large signing bonus.
 - 5.4.4 Files documenting any employee or Board Member violation of code of ethics, standards of conduct or any complaints alleging such violations.

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- 5.4.5 Non-profit contractors must ensure documentation of bylaws, Board code of ethics, and business conduct practices.
- 5.5 Compliance with Office of Management and Budget (OMB) cost principles (OMB A-122; 2 CFR Appendix A 225 D 1) and federal purchasing practices.
- 5.6 Eligibility for "covered entity status" under 340B pricing.
- 5.7 Familiarity and compliance with applicable subgrantee responsibilities as outlined below:
 - 5.7.1 HRSA/HAB Fiscal Monitoring Standards
(<http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf>),
 - 5.7.2 Program Monitoring Standards
(<http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>), and
 - 5.7.3 Universal Standards (<http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf>), including compliance with requirements in the following documents:
 - 5.7.3.1 Ryan White Part B assurances;
 - 5.7.3.2 45 CFR 74 or 45 CFR 92 or 2 CFR 215 or 230 or 220;
 - 5.7.3.3 HHS Grant Policy Statement (Terms and Conditions); and
 - 5.7.3.4 Notice of Grant Award terms.
- 5.8 Maintain compliance with all requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, found at <http://www.gpo.gov/fdsys/pkg/PLAW-111publ87/content-detail.html> to include all applicable quality and program management standards, or performance measures as required, established and defined by ADHS for the Program.
 - 5.8.1 Based on HRSA materials dated April 2012; Ryan White Part B providers who provide services covered by Medicaid must be a Medicaid provider and must maintain files documenting compliance with this requirement. The Ryan White HIV/AIDS Program legislation, Section 2604(g), describes these as "any such service that is available pursuant to the State plan approved under title XIX of the Social Security Act for the State." This is related to Ryan White funds being used as payee of last resort

6. Approvals

- 6.1 The following activities or elements of the program and service categories require prior approval by the ADHS Ryan White Program Manager during the full term of the Contract:
 - 6.1.1 Modification of program, based on evaluation and justified as program improvement;
 - 6.1.2 Changes to implementation of the program goals, objectives and activities;
 - 6.1.3 All materials developed or used by the program shall be approved by the ADHS prior to use;
 - 6.1.4 Shifts of funding in either budget amounts or lines;
 - 6.1.5 Subcontractors, including but not limited to, budgets and agreements;
 - 6.1.6 Changes in key personnel as described in the Contract;
 - 6.1.7 Out of state travel is not an allowable expense of this Contract;

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6.1.8 The Ryan White Part B Care and Services Manager in the Office of Disease Integration and Services, or their designee, upon completion, submission, and approval of all deliverables and reporting requirements will accept the monthly Contractor Expenditure Report; and

6.1.9 As appropriate, materials developed or used in Surveillance shall be submitted to and reviewed by the ADHS HIV Surveillance Program.

7. Deliverables

The Contractor shall submit to ADHS the following deliverables.

Deliverable Name	Deliverable Due Date	Submit To
Monthly CER and Monthly Activity Report (MAR)	Fifteen (15) days after month in service/claim	Program Manager
Client level data entry into an HRSA approved data system	Five (5) days after activity	Program Manager via CAREWare or other HRSA approved system
Quarterly Narrative Report	July 15, Oct 15, Jan 15, of each year	Program Manager
Ryan White Data Report (RDR)/Ryan White Services Report (RSR)	Between January and March each year for prior Calendar Year data (due date defined by HRSA)	Program Manager and HRSA through Electronic Handbook
Annual Narrative Report	April 15 of each year	Program Manager
Annual Service Delivery Plan	April 30 of each year	Program Manager
Quality Management Plan	May 1 of each year	Program Manager
Budget Projections	Jan 1 of each year for remainder of current year	Program Manager
Yearly Budget Worksheet and Narrative/justification	December 1 of each year for March 31 year end	Program Manager

8. Notices, Correspondence and Reports

8.1 Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Office of Disease Integration and Services
Arizona Department of Health Services
Attn: Lisa M. Fuentes, Ryan White Part B Care and Service Program Manager
150 N. 18th Avenue, Suite #110
Phoenix, AZ 85007

8.2 Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Gila County Public Health Services
Attn: Paula Horn, Deputy Director
5515 S. Apache Ave., Suite 100
Globe, AZ 85501

Contract Number	INTERGOVERNMENTAL AGREEMENT PROGRAM IMPLEMENTATION PLAN AND LOCAL QUALITY MANAGEMENT PLAN EXHIBIT ONE (1)
ADHS13-040496	

Implementation Plan and Local Quality Management Plan

Program Implementation Plan

The Program Implementation Plan is a detailed picture of the full funding period/project cycle for the first year of this Contract, including planning, implementation, staffing, budgeting, start-up and wrap-up strategies, monitoring, and any special considerations in accordance with the information provided in the Method of Approach and Scope of Work of this announcement. This plan should be detailed enough that someone else coming into the program could implement the program using the plan as a roadmap.

An update of this plan will be submitted each year by April 30th.

Local Quality Management Plan

A separate local Quality Management (QM) plan will be submitted. This will be a detailed plan for evaluating and measuring the completion of the Implementation Plan during year one (1) (ending March 31, 2014). An update of the Evaluation Plan will be submitted each year by April 30th. In compliance with the Ryan White HIV/AIDS Treatment Extension Act of 2009, a local Quality Management plan will be developed and implemented to assess the health services provided to Arizona individuals under this grant, and ensure services provided are consistent with the Public Health Service guidelines for the treatment of HIV/AIDS. This Clinical QM program will evaluate and monitor that care and services are accessible, appropriate, and supportive and meet the Health Resources and Services Administration (HRSA) requirements and HIV/AIDS guidelines for improvement in access to and the quality of HIV health services. Activities outlined in this plan may involve implementation of action plans and strategic initiatives designed to improve quality.

The overall goal of quality management is improved health outcomes. If quality indicators show that a problem exists, then an action plan should be implemented to resolve the problem to improve care. Performance improvement activities should be data-driven and evidence-based.

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Performance Measures:
ADHS Office of Disease Integration and Services will establish performance measures with requirements and performance goals. The Contractor is required to incorporate monitoring of performance measures into their monitoring process and take actions, as necessary, to improve performance. ADHS Ryan White Program reports performance to the contractor(s) and QM Committee on a quarterly basis.

Medical visits –
The percent of active client’s medical records that have documentation of a minimum of 2 medical visits within the measurement year.

Viral Load Monitoring-
All clients with a diagnosis of HIV/AIDS will have a viral load test performed at least every six months.

Viral Load Suppression-
All clients on prescribed antiretroviral therapy for at least 6 months will have a viral load below limits of quantification (which is defined as <200 copies/ml) or patients with viral load not below the limits of quantification who have a documented plan of care.

Oral Health Exam- The percent of ADHS Ryan White part B clients who received an oral exam at least once a year.

Performance Measure	Minimum Performance Standard
Medical visits	90%
Viral Load Monitoring	95%
Viral Load Suppression	90%
Oral Exam at least once in measurement year	75%

Performance Measures will be reviewed and revised at least annually as part of the QM Plan. ADHS will continue with monitoring for Site Visits, through review and technical assistance for each contractor’s QM Plan.

Performance Improvement Projects (PIPs)
ADHS Office of Disease Integration and Services uses Performance Improvement Projects (PIPs) to create or improve existing processes. ADHS Office of Disease Integration and Services will identify the need to implement performance improvement projects to utilize structured methodology as established by QM and target specific areas for improvement. Minimally, ADHS will initiate one PIP annually. Project topics are determined through the use of data collection and analysis and include both clinical and non-clinical topics. Projects are considered complete when a year of sustainable improvement has been demonstrated. The vendor/provider is required to participate in any and all activities, including interim monitoring, related to the completion of the PIPs. The new PIP for CY 2013 will focus on case manager’s activities, tactics and interventions to enhance and promote HIV/AIDS client adherence to medication, medical and dental treatment.

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The fields listed in the tables below are required for reporting to HRSA in the Ryan White Service Report (RSR). The specific content, transfer method, and encryption levels used must comply with HRSA requirements. Specific field content required will vary depending upon the services provided.

Field #	Variable Description	Variable Definition
1.	Reporting Period	1 = 04/01/2013 – 06/30/2013 2 = 07/01/2013 – 09/30/2013 3 = 10/01/2013 – 12/31/2013 4 = 01/01/2014 – 03/31/2014
2.	Encrypted Unique client ID (eUCI)	To protect client information, an encrypted Unique Client Identifier (eUCI) is used for reporting Ryan White client data. The Unique Client Identifier (UCI) is a unique 11-character alphanumeric code that is the same for the client across all provider settings. The UCI is derived from the first and third characters of a client's first and last name, his or her date of birth (MM/DD/YY), and a code for gender (1=male, 2=female, 3=transgender, 9=unknown). SHA-1, a one-way hashing algorithm that meets the highest privacy and security standards, is used to encrypt the client's UCI resulting in a 40-character alphanumeric code, the encrypted Unique Client Identifier.
3.	ADAP Number	The ADAP number is the unique 4-digit organization number that HAB has historically assigned to each State ADAP.
4.	Ethnicity	Hispanic/Latino Non-Hispanic Unknown
5.	Race	American Indian or Alaska Asian Black or African American Native Hawaiian or Other Pacific Islander White Unknown
6.	Current Gender	Male Female Transgender
7.	Transgender	Male-to-Female Female-to-Male Unknown
8.	Pregnancy Status	No Yes Not applicable Unknown
9.	Year of Birth	Indicate the client's birth year in the form YYYY.
10.	HIV/AIDS Status	HIV-positive, not AIDS HIV-positive, AIDS status unknown
11.	Poverty Level	Equal to or below the FPL 101–200% of the FPL 201–300% of the FPL 301–400% of the FPL 401–500% of the FPL

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		More than 500% of the FPL Unknown/unreported
12.	High Risk Insurance	No Yes Unknown
13.	Health Insurance	Medicare Part A/B Medicare Part D Medicaid Private Other public No insurance Other
14.	Was the client a new or existing client?	Applied to your state ADAP for the first time ever; <ul style="list-style-type: none"> Met the financial and medical eligibility criteria of the ADAP during the period for which you are reporting data. <p>Examples of clients who should NOT be included in this number are the following:</p> <ul style="list-style-type: none"> Clients who have been recertified as eligible or clients who have been re-enrolled after a period of having been decertified/disenrolled; Clients who have moved out of the State and then returned; and Clients who move on and off ADAP because of fluctuations in eligibility for a Medicaid/ Medically Needy program, based on whether they met spend-down requirements.
15.	Date Completed Application Received	For all newly enrolled clients, report the date that the completed application was received by the ADAP program. Indicate this date in the form MM/DD/YYYY.
16.	Date Application Approved	For all newly enrolled clients, report the date that the client was first approved to begin receiving ADAP services. This is when the client was first enrolled in the ADAP program. Indicate this date in the form MM/DD/YYYY.
17.	Date of Recertification	Report the date that the client was determined to be eligible to continue to receive ADAP services. Indicate this date in the form MM/DD/YYYY.
18.	Enrollment Status	<ul style="list-style-type: none"> The client is enrolled in ADAP but did not need/request any services. The client is enrolled in ADAP but is on a waiting list. The client is enrolled in ADAP and received ADAP-funded medications or insurance services during the reporting period. The client was disenrolled from ADAP.
19.	Reason(s) for Disenrollment	<ul style="list-style-type: none"> Ineligible due to change in ADAP program Federal Poverty Level requirements: <ul style="list-style-type: none"> Ineligible for ADAP, and is now eligible for Medicaid Ineligible for other reason Did not recertify Did not fill prescription Deceased Dropped out, no reason given Other/unknown

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20.	Receipt of Insurance Services	Indicate whether the client received ADAP-funded insurance assistance during the reporting period including premiums, deductibles or donut hole coverage (i.e., True-Out-Of-Pocket (TrOOP) expenses) paid on behalf of the client.
21.	Amount Paid for Premiums	Indicate the total amount of insurance premiums (excluding premiums paid for Medicare Part D) paid on behalf of the client during the reporting period.
22.	Months Coverage of Premiums Paid	Indicate the total number of months of coverage for which the insurance premium in Item 20 was paid. Include all months, even if they fall outside of the reporting period.
23.	Amount Paid for Co-pays and Deductibles	Indicate the total amount of insurance deductibles and co-pays paid on behalf of the client (excluding Medicare Part D deductibles and co-pays) during the reporting period.
24.	Amount Paid for Medicare Part D	Indicate the total amount of Medicare Part D co-insurance premiums, deductibles or donut hole coverage (i.e., True-Out-Of-Pocket (TrOOP) expenses) paid on behalf of the client during the reporting period.
25.	Receipt of Medication Services	Indicate whether ADAP-funded medications were dispensed to this client during this reporting period.
26.	Medication(s) Dispensed	Report each ADAP-funded medication dispensed to the client during the reporting period. Use the five-digit drug code (d-xxxxx) of the medication. Drug codes are unique 5-digit codes assigned by the MULTUM Lexicon drug database.
27.	Start Date for Medication	Indicate this date in the form MM/DD/YYYY. The start date is the same as the date the medication was dispensed.
28.	Day(s) Supply of Medication	Indicate the number of days for which each medication listed in Item 26 was dispensed to the client during the reporting period.
29.	Amount Paid for Medication	Include the total costs paid during the reporting period, even if the medication prescription period extended beyond the reporting period.
30.	Payment of Separate Dispensing Fees	Indicate whether medication dispensing fees were paid separately from other fees, such as administrative fees.
31.	Amount Paid for Separate Dispensing Fees	Include all dispensing fees paid during the reporting period, even if the medication prescription period(s) extended beyond the reporting period.
32.	CD4 Count Date	Report the date of the most recent CD4 count test administered to the client during the twelve (12) months prior to the end of the data collection period. The date must be in the form MM/DD/YYYY.
33.	CD4 Count Value	Indicate the value of the most recent CD4 count test for the client during this reporting period.
34.	Viral Load Date	Report the date of the most recent viral load test administered to the client during the twelve (12) months prior to the end of the data collection period. The date must be in the form MM/DD/YYYY.
35.	Viral Load Value	Indicate the value of the most recent viral load test for the client during this reporting period.

Contract Number	INTERGOVERNMENTAL AGREEMENT CULTURAL COMPETENCY STANDARDS EXHIBIT TWO (2)
ADHS13-040496	

Cultural Competency Standards - CLAS

Definition

"Cultural Competency" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations.

CLAS Standards as follows:

- ☐ **Standard 1**
Health care organizations should ensure that patients/consumers receive from all staff member's effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred.
- ☐ **Standard 2**
Health care organizations should implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
- ☐ **Standard 3**
Health care organizations should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery
- ☐ **Standard 4**
Health care organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each patient/consumer with limited English proficiency at all points of contact, in a timely manner during all hours of operation.
- ☐ **Standard 5**
Health care organizations must provide to patients/consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.
- ☐ **Standard 6**
Health care organizations must assure the competence of language assistance provided to limited English proficient patients/consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on request by the patient/consumer).
- ☐ **Standard 7**
Health care organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.
- ☐ **Standard 8**
Health care organizations should develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.
- ☐ **Standard 9**
Health care organizations should conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations.

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- ☐ **Standard 10**
Health care organizations should ensure that data on the individual patient's/consumer's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems, and periodically updated.
- ☐ **Standard 11**
Health care organizations should maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.
- ☐ **Standard 12**
Health care organizations should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and patient/consumer involvement in designing and implementing CLAS-related activities.
- ☐ **Standard 13**
Health care organizations should ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by patients/consumers.
- ☐ **Standard 14**
Health care organizations are encouraged to regularly make available to the public information about their progress and successful innovations in implementing the CLAS standards and to provide public notice in their communities about the availability of this information.

Contract Number ADHS13-040496	INTERGOVERNMENTAL AGREEMENT RYAN WHITE PART B ELIGIBILITY REQUIREMENTS EXHIBIT THREE (3)
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RYAN WHITE PART B CLIENT INFORMATION FORM

The following is an example of an acceptable intake form for use by the Contractor

State of Arizona Ryan White Part B Client Information Form

Initial Application Date: _____ 6 months Update Date: _____

Date of initial Application to Agency: _____

Name: _____ other names used: _____

Date of Birth: _____ SSN: _____

PRESENTING NEED TODAY; Why are you coming in for services at this agency?

HIV DIAGNOSIS

Date of HIV+ Diagnosis: _____ Date of AIDS Diagnosis: _____

City/State of residence when given HIV+ Diagnosis: _____

☐ Asymptomatic ☐ Symptomatic HIV Verification Documentation on File ☐ Yes ☐ No

Verification provided: _____

Transmission of Virus:

☐ Sex with Male ☐ Sex with Female ☐ Bisexual

☐ Intravenous/Injection Drug User ☐ Hemophilia/coagulation disorder ☐ Perinatal transmission

☐ Receipt of transfusion of blood, blood component, or tissue ☐ Unknown

Do you know how HIV is transmitted and prevention techniques? ☐ Yes ☐ No

Comments: _____

☐ Single ☐ Married/Life Partner ☐ Live in Relationship ☐ Separated ☐ Divorced ☐ Widowed

Gender at Birth: ☐ Male ☐ Female Transgendered: ☐ Male to Female ☐ Female to Male

Hispanic/Latino: ☐ Yes ☐ No

Race: ☐ White ☐ Black ☐ Asian ☐ Native Hawaiian/PI ☐ American Indian/Native Alaskan/First Nation

☐ Multi-racial ☐ Unknown

Citizenship Status: ☐ US Citizen ☐ Other ☐ Resident Alien Alien Number: _____

Verification of residency is documented and on file: ☐ Yes ☐ No Date Verified: _____

Documentation that is provided to show residency: _____

Spoken Language: ☐ English ☐ Spanish ☐ ASL ☐ Other: _____

Written Language: ☐ English ☐ Spanish ☐ ASL ☐ Other: _____

Do you need help with translation? ☐ Yes ☐ No

Education: ☐ High School ☐ GED ☐ College ☐ School ☐ Trade School

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State of Arizona Ryan White Part B Client Information Form

HOUSING/CONTACT INFORMATION

Do you currently have a stable place to live? ☐ Yes ☐ No

Home Phone: _____ Cell Phone: _____ Message: _____

E-mail Address: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Cross Streets: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip: _____

How would you like to be contacted by the staff?

We do need to be able to reach you but will respect your confidentiality concerns.

"Any" means we can mention the agency name, mention case management or medical information if needed.

"Discreet" would not mention the agency, case management or medical information.

Mail ☐ Any Information ☐ discreet ☐ No Contact ☐ Client Initials _____

Email ☐ Any Information ☐ discreet ☐ No Contact ☐ Client Initials _____

Home Phone ☐ Any Information ☐ discreet ☐ No Contact ☐ Client Initials _____

Cell Phone ☐ Any Information ☐ discreet ☐ No Contact ☐ Client Initials _____

Message Phone ☐ Any Information ☐ discreet ☐ No Contact ☐ Client Initials _____

Emergency Contact:

Name/Relationship _____

Emergency Contact Number (____) _____

☐ Any Information ☐ discreet ☐ No Contact ☐ Client Initials _____

Is Emergency Contact Aware of HIV Status: ☐ Yes ☐ No

HOUSEHOLD MEMBERS:

Name	Relationship	Knows Status	HIV status	Date of Birth	Gender	Ethnicity	Comments

If you have minor children in the home; do you have someone to help you with childcare? ☐ Yes ☐ No

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State of Arizona Ryan White Part B Client Information Form

PRIMARY MEDICAL CARE

Provider Name: _____
Address: _____
City: _____ State: _____ Zip: _____ Main Phone: _____
Primary Physician: _____ Phone: _____
Is Authorization for release of Information on file and current? ☐ Yes ☐ No
Case Manager/Social Worker at Medical Facility _____
Phone: _____ Is Authorization for release of Information on file? ☐ Yes ☐ No
Recent Hospitalizations: _____
Last time you saw a doctor: _____ CD4 Count: _____ Viral load: _____
Do you have problems making or keeping provider appointments? ☐ Yes ☐ No
Comments: _____
Have you ever tested positive for Tuberculosis? ☐ Yes ☐ No For Hepatitis? ☐ Yes ☐ No
Opportunistic Infections you have had or are receiving care for:

PHARMACY: _____
Address: _____
City: _____ State: _____ Zip: _____ Main Phone: _____
Is Authorization for release of Information on file? ☐ Yes ☐ No
Are you currently taking HIV related medications? ☐ Yes ☐ No
Do you take medications as directed? ☐ Yes ☐ No
Do you require assistance in taking medications? ☐ Yes ☐ No
Do you have a good place to store your medications? ☐ Yes ☐ No

INSURANCE

Do you currently have insurance? ☐ Yes ☐ No
☐ Medicaid Managed Care ☐ Medicare ☐ AHCCS ☐ Private Insurance ☐ ADAP
☐ Military ☐ Medicaid Part D ☐ Advantage Plans ☐ PCIP ☐ Other: _____
Insurance Carrier/Company: _____
Policy Number: _____ Group Number (if applicable) _____
Address: _____
City: _____ State: _____ Zip: _____ Main Phone: _____
If there is no insurance: Date That PCIP was applied for: _____

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State of Arizona Ryan White Part B Client Information Form

OTHER MEDICAL CARE PROVIDERS

DENTIST: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Is Authorization for release of Information on file? ☐ Yes ☐ No

MENTAL HEALTH:

Have you ever been diagnosed with or treated for mental illness? ☐ Yes ☐ No

Brief Summary of history, diagnoses:

Are you currently taking medication for mental illness including depression or anxiety? ☐ Yes ☐ No

Are these medications prescribed by our HIV Doctor or a Mental Health Professional? ☐ Yes ☐ No

Counselor/Doctor: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Is Authorization for release of Information on file? ☐ Yes ☐ No

SUBSTANCE ABUSE:

Have you ever been diagnosed with or treated for substance abuse? ☐ Yes ☐ No

Brief Summary of history, diagnoses:

Are you currently being helped to deal with these issues? If so, who is your provider?

Counselor/Doctor/Support Group: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Is Authorization for release of Information on file? ☐ Yes ☐ No

Contract Number ADHS13-040496	INTERGOVERNMENTAL AGREEMENT RYAN WHITE PART B ELIGIBILITY REQUIREMENTS EXHIBIT THREE (3)
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State of Arizona Ryan White Part B Client Information Form

LEGAL ISSUES

Have you ever been arrested? ☐ Yes ☐ No If yes: Are you currently on probation? ☐ Yes ☐ No

Have you ever been charged with domestic abuse or neglect? ☐ Yes ☐ No

Are you currently court ordered to attend any sort of training or Case Management? ☐ Yes ☐ No

Brief summary of charges; past legal issues. (This does not affect receiving care but could impact some services provided by other agencies that we may want to refer you to for assistance.)

INCOME

Are you currently employed? ☐ Yes ☐ No Hours per Week? _____

Employer: _____

Are you unemployed? ☐ Yes ☐ No Self Employed? : ☐ Yes ☐ No Retired? ☐ Yes ☐ No

Is anyone in your household employed? ☐ Yes ☐ No

Are you or an adult in your family unit receiving public assistance? ☐ Yes ☐ No

Are you or an adult in the family unit receiving regular monetary payments from a source other than employment or public assistance? ☐ Yes ☐ No

Are you receiving other assistance in obtaining food, water, housing or clothing? ☐ Yes ☐ No

If yes, what is the source? _____

Are you currently receiving SSI or SSDI? ☐ Yes ☐ No If no, have you applied? ☐ Yes ☐ No

Is the required income documentation completed and in file? ☐ Yes ☐ No

Income documentation provided: _____

HOUSEHOLD INFORMATION TABLE

List every person who lives with you (starting with yourself/applicant) and is related to you by legal marriage, birth, adoption.

List the monthly gross income that each adult (age 18 or older, married or emancipated) brings to the household.

ALL EARNED AND UNEARNED INCOME MUST BE REPORTED and DOCUMENTED

Applicant or Family Member	Relationship	SS Number of Applicant only	Over 18 yes or No	Monthly Gross Income
	Self			

Total number of individuals living in family unit: _____

Total Combined FAMILY Income from all Sources: _____

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State of Arizona Ryan White Part B Client Information Form

Consent to Case Management

I have been referred to case management services. I have reviewed with the case manager and agree to accept and follow the policies and procedures of this agency in providing this service. I agree to notify the agency regarding any change in income, residency, health insurance coverage or eligibility within 30 days of change. Failure to notify the agency of these changes may cause disqualification from the services. I also have been notified that I cannot duplicate services between my Case Management and other Support Service providers, this too can be grounds for disqualification of services.

Client Signature and Date _____ Case Manager/Social Work Signature and Date _____

6 MONTH RENEWAL 6 months from the original completion of this form, it will be reviewed and documented here. We have reviewed this information and updates were provided and initialed in the form. ☐Yes ☐No There have been no changes in the last 6 months. ☐Yes ☐No

Client Signature and Date _____ Case Manager/Social Work Signature and Date _____

Contract Number	INTERGOVERNMENTAL AGREEMENT MATERIALS REVIEW STANDARDS EXHIBIT FOUR (4)
ADHS13-040496	

MATERIALS REVIEW STANDARDS

All written materials, websites/internet materials, audiovisual materials, pictorials, questionnaires, survey instruments, proposed group educational sessions, educational curricula and like materials must be reviewed and approved by ADHS prior to being put into use. ADHS has established principles on content for HIV/AIDS materials (see below), and requires approval of all applicable materials prior to their distribution and use in any activities funded in any part with Ryan White funds.

Guidelines for Content:

1. Written materials (e.g., pamphlets, brochures, fliers), audiovisual materials (e.g., motion pictures and video tapes), and pictorials (e.g., posters and similar educational materials using photographs, or paintings) should use terms, descriptors, or displays appropriate for the intended audience to understand.
2. None of the funds appropriated to carry out this title may be used to provide education or information designed to promote sexual activity or intravenous substance abuse.
3. Section Two (2) may not be construed to restrict the ability of an education program that includes the information required to provide accurate information about various means to reduce an individual's risk of exposure to, or the transmission of HIV, provided that any informational materials used are not obscene.
4. Educational sessions should not include activities in which attendees participate in sexually suggestive physical contact or actual sexual practices.

ADHS Guidelines for Content:

1. All current materials which have been produced/approved at the federal level (i.e. CDC, HRSA, DHHS) do not need to be submitted for prior approval by ADHS.
2. What is defined as obscene shall be determined by ADHS on a case by case basis.
3. All materials must either directly contain a health promotion message, an HIV prevention message, or inform about functions or events that ultimately promote the same. For example, a poster advertising a workshop does not need to have a health promotion message as long as the workshop does.
4. Information must be accurate, current, and culturally appropriate.

Contract Number	INTERGOVERNMENTAL AGREEMENT MATERIALS REVIEW ACCEPTANCE ATTACHMENT A
ADHS13-040496	

Materials Review Acceptance

All materials (such as forms, documents, publications, etc.) developed or utilized by the Contractor shall be approved by the ADHS, Office of Disease Integration and Services, HIV Care and Services (Ryan White Part B) Program prior to any use by the Contractor. Ryan White funds cannot be used to support materials designed to promote or directly encourage intravenous drug use of any sexual activity.

As the responsible Party for the service described in this Proposal, I understand it is a contractual requirement to ensure that all materials are submitted and approved prior to use. I also understand that failure to do so may jeopardize funding.

Agency: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Contract Number	INTERGOVERNMENTAL AGREEMENT SECURITY AND CONFIDENTIALITY STANDARDS ATTACHMENT B
ADHS13-040496	

Security and Confidentiality Standards

Purpose and Scope

The purpose of these standards is to provide guidelines for policies and practices related to data and web-based reporting. Additional rules of behavior may be appended if required by State or local law or are otherwise necessary.

Rules of Behavior

Providers and their staff will fully comply with applicable federal, state and local laws regulating protection of health data, including HIPAA.

You are responsible for the confidentiality of client data, whether on paper, in CAREWare, any other data system, or on any recordable media. Your program should have a documented policy regarding confidentiality. This policy should cover both legal and ethical requirements for confidentiality of client data and information. At all times, protect client data of any sort (paper or electronic). When working off site keep all data in your personal possession. Do not allow others (such as family or friends) to transport data for you, or allow them to have access to paper forms or other media. Paper forms (and other media) should be kept under lock and key at a location in your agency designated by your supervisor.

Your supervisor, agency staff, Arizona Department of Health Services staff will look at the data you enter for program evaluation, monitoring, and other purposes. Always enter true, accurate, current, and complete information into data systems used for these purposes.

Do not share your password or user account with anyone. If someone else from your agency needs access and does not have a username and password, you should work with those responsible for your IT security to provide them with their own access rights.

You are responsible for maintaining the confidentiality of your accounts and passwords. If you think someone has obtained your username or password, change your password immediately and notify your supervisor. You agree to immediately notify the Arizona Department of Health Services of any breach of security regarding Ryan White service data. You also agree log off, or lock your workstation when you are not using it.

Your security policy should require you to make regular periodic changes to your password.

You should not use your browser's ability to save passwords to websites and never let a browser or any other software save your user name or password.

Your system should be protected by a firewall that restricts outside access, and should also have virus and malware protection.

You will be responsible for all activity occurring under your accounts and will comply with all applicable local, state, and foreign laws, treaties and regulations including without limitation, laws and regulations governing data privacy, international communications and transmission of technical or personal data.

Without limiting the foregoing, you agree that you will not use any computer provided by ADHS, or any computer used in the course of performing Ryan White Part B services to take any of the following actions:

- ☐ Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
- ☐ Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, misleading, infringing, obscene, indecent, or unlawful content;

Contract Number	INTERGOVERNMENTAL AGREEMENT SECURITY AND CONFIDENTIALITY STANDARDS ATTACHMENT B
ADHS13-040496	

- ☐ Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, ADHS websites, any software or hardware, or telecommunications equipment;
- ☐ Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, chain letters or other unsolicited messages;
- ☐ Download any file that you know or reasonably should know cannot be legally obtained in such manner;
- ☐ Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
- ☐ Interfere with or disrupt any websites, servers, or networks;
- ☐ Probe, scan or test the vulnerability of the Site or circumvent any security mechanism used by the Site;
- ☐ Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- ☐ Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through your computer;
- ☐ Mount any denial of service attacks on any website or server using your computer; or
- ☐ Engage in any illegal activities.

Statement of System Policy

Each user is responsible for helping to prevent unauthorized use of, and access to, data regarding clients enrolled in any Ryan White Part B program. This duty includes complying with all stated policy requirements, taking due care and reasonable precautions when handling system data (whether paper forms or electronic data entry) or using system resources, and in the management and protection of system authentication controls (passwords, etc.). Additional policies from your agency, the Arizona Department of Health Services, as well as local, state, and federal laws may apply. This statement is only a summary of these rules. Penalties may apply if you do not comply with these rules. If you have questions about how information should be protected, ask your agency director or Arizona Department of Health Services representative.

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of ADHS provided computer equipment, and computer equipment used in the course of providing Ryan White Part B services set forth in this summary. Sign the form below.

Agency: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET ATTACHMENT C
ADHS13-040496	

Gila County
Effective April 1, 2013

Cost Reimbursement Line Items	Annual Amount
Core Medical Personnel & ERE	\$95,967.00
Core Medical Services Delivered	\$51,900.00
Support Services Personnel & ERE	\$46,867.00
Support Services Delivered	\$55,030.00
Administration Personnel & ERE	\$6,650.00
Administration Services Delivered	\$20,211.00
Total not to exceed:	\$276,625.00

Contract Number	INTERGOVERNMENTAL AGREEMENT BUDGET ATTACHMENT D
ADHS13-040496	

Ryan White Part B Line Item Budget Preperation

Amount Reqeusted: 276,625

Line Item	Full Salary	FTE % for Program	Core Medical FTE	Core Medical	Support Services FTE	Suport Services	QM FTE	QM*	Admin FTE	*Admin	Total
A. Personnel & ERE											
Core Medical Categories:											
Early Intervention Services											
EIS(EPS)	33,717	1.00	0.00	33,717		-		-		-	33,717
		0.00	0.00	-		-		-		-	-
		0.00	0.00	-		-		-		-	-
ERE %:				13,150		-		-		-	13,150
EIS sub total:		1.00	0.00	46,867	0.00	-	0.00	-	0.00	-	46,867
Medical CM (Treatment Adherence)											
Malinda Benedetto	37,183	0.95	0.00	35,324		-		-		-	35,324
		0.00	0.00	-		-		-		-	-
ERE%:				13,776		-		-		-	13,776
MCM subtotal:		0.95	0.00	49,100	0.00	-	0.00	-	0.00	-	49,100
Support Services Categories:											
Case Management (Non-medical)											
New Hire	33,717	0.00	0.00	-	1.00	33,717		-		-	33,717

Contract Number ADHS13-040496	INTERGOVERNMENTAL AGREEMENT BUDGET ATTACHMENT D
----------------------------------	---

ERE%:				-		13,150		-		-	13,150
NMCM subtotal:		0.00	0.00	-	1.00	46,867	0.00	-	0.00	-	46,867
Administration											
Admin:											
Accounting Clerk	33,250	0.00	0.00	-		-		-	0.20	6,650	6,650
		0.00	0.00	-		-		-		-	-
		0.00	0.00	-		-		-		-	-
ERE %:				-		-		-		-	-
Admin Subtotal:		0.00	0.00	-	0.00	-	0.00	-	0.20	6,650	6,650
Subtotal Personnel & ERE:		1.95		95,967		46,867		-		6,650	149,484
B. Professional & Outside Services (Direct Service Costs):											
Core Services:											
Outpatient/Ambulatory - invoices				15,000							15,000
Oral Health Care - invoices				3,000							3,000
EMERGENCY INTERVENTION SERVICE EIS				3,500							3,500
Health Insurance Premium & Cost Sharing Assistance				5,000							5,000
Mental Health Services - Supplies				15,000							15,000
Medical CM (Including Treatment Adherence) - Supplies				200							200

MED. CASE MANAG.

Contract Number ADHS13-040496		INTERGOVERNMENTAL AGREEMENT BUDGET ATTACHMENT D									
3-01/10/10 3-01/10/10 619	MCM (direct client services)- Supplies				200					200	
	MCM - Travel				10,000					10,000	
	subtotal core services				51,900					51,900	
	Support Services										
✓ ✓	Non MCM - Travel					10,000				10,000	
	EFA: Rural Housing					3,000				3,000	
	EFA: Utilities					5,000				5,000	
	EFA: Pharmaceuticals					100				100	
	Food Bank/Nutritional Counseling					21,930				21,930	
	Medical Transportation:					15,000				15,000	
	Sub total P&O					55,030				55,030	
	E. Other Operating (Admin Costs)										
	Office Supplies									600	600
	Telephones									3,600	3,600
	Indirect costs									16,011	16,011
	Sub-total Supplies									20,211	20,211
	Total Direct Costs				147,867	101,897				26,861	276,625
	F. Other Indirect Costs if applicable										

Contract Number	INTERGOVERNMENTAL AGREEMENT BUDGET ATTACHMENT D
ADHS13-040496	

up to 10 % of requested award amount										
subtotal indirect										-
		FTE		Core Svcs		Support SVCS		QM		Admin
Grand Total		1.95		147,867		101,897				26,861
Percentage				53.45%		36.84%				9.71%

*QM is considered to be an admin cost. Awardees may not use more than 10% for adminstrain. If charging Indirect, there may not be an other operating category. Entities requesting to use Indirect must at the time of the award have a current indirect cost rate letter approved by HRSA. See the budget instructions for more information on Indirect



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2971

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 01/20/2015

Reporting Period: December 2014

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the Superior Court,
Clerk of the Superior Court

Information

Subject

Clerk of the Superior Court's Office Monthly Report for December 2014.

Suggested Motion

Acknowledgment of the December 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerk of Court Monthly Report for December 2014

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA

CLERK'S REPORT
FOR
DECEMBER 2014

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written in black ink.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 1/5/2015 11:51:37 AM

Criteria : From Date : 12/1/2014 To Date :12/31/2014

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	\$6395.69		(\$6625.98)		(\$230.29)	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$11943.36				\$11943.36	\$0.00 ✓
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$15.00				\$15.00	\$0.00 ✓
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$1982.10		\$0.00		\$1982.10	\$99.11 ✓
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$7.84		\$5.00		\$12.84	\$0.64
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$62.68		\$40.00		\$102.68	\$5.13
		ZVAPB	30% INTERSTATE COMPACT	\$45.00				\$45.00	\$2.25
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$418.94				\$418.94	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$45.04		\$0.00		\$45.04	\$2.25
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$2114.29				\$2114.29	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$272.94				\$272.94	\$13.65

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZFEE	BASE FEES (GENERAL FUND)	\$4084.66		\$0.00		\$4084.66	\$204.23
		ZFINE	BASE FINES	\$5567.80		\$609.03		\$6176.83	\$308.84
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$757.77				\$757.77	\$37.89
		ZCEF	CLEAN ELECTIONS FUND	\$511.58		\$15.90		\$527.48	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$16.62				\$16.62	\$0.83
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$0.88				\$0.88	\$0.04
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$33.40		\$0.00		\$33.40	\$1.67
		ZJDET	COUNTY JUV DETENTION	\$352.77				\$352.77	\$17.64
		ZCLLF	COUNTY LAW LIBRARY FUND	\$1980.71		\$0.00		\$1980.71	\$99.04
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$2413.32		\$74.74		\$2488.06	\$124.40
		ZDNAS	DNA STATE SURCHARGE	\$271.89		\$9.54		\$281.43	\$14.07
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$950.70		\$0.00		\$950.70	\$47.54
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$249.52		\$0.00		\$249.52	\$12.48
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$120.00				\$120.00	\$6.00

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1165.26		\$42.00		\$1207.26	\$60.36
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$91.70				\$91.70	\$4.59
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$169.25		\$0.00		\$169.25	\$8.46
		ZDCRT	DRUG COURT FEE FUND	\$320.00				\$320.00	\$16.00
		ZDUIA	DUI ABATEMENT FUND	\$325.00				\$325.00	\$16.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$414.00				\$414.00	\$20.70
		ZWITN	EXPERT WITNESS FUND	\$660.00				\$660.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$774.85				\$774.85	\$38.74
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$127.32				\$127.32	\$6.37
		ZEXT	EXTRADITION REIMBURSEMENT	\$321.00				\$321.00	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$91.01				\$91.01	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$403.07				\$403.07	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$358.09		\$11.13		\$369.22	\$18.46
		ZCC	GEN JURIS CONCILIATION COURT	\$1467.20				\$1467.20	\$73.36
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$3305.40		\$100.20		\$3405.60	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$550.89		\$16.70		\$567.59	\$0.00

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$1652.70		\$50.10		\$1702.80	\$0.00
		ZJF	JAIL (INCARCERATION) FEES			\$42.90		\$42.90	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$972.91		\$0.00		\$972.91	\$48.65
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2210.15		\$0.00		\$2210.15	\$110.51
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$63.76		\$77.00		\$140.76	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$118.40		\$143.00		\$261.40	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40			\$118.00		\$118.00	\$5.90
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40			\$492.00		\$492.00	\$24.60
		ZJS	JUVENILE PROBATION SERV FEES	\$339.89				\$339.89	\$16.99
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$667.11		\$20.66		\$687.77	\$34.39
		ZMISC	MISCELLANEOUS FEES	\$72.45				\$72.45	\$3.62
		ZOS10	OFFCR SAFETY EQUIP -ANML CNTRL	\$4.26				\$4.26	\$0.21
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$8.00		\$4.00		\$12.00	\$0.60

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$19.08		\$16.00		\$35.08	\$1.75
		ZOVF	OVERPAYMENT FORFEITED	\$3.71		(\$3.71)		\$0.00	\$0.00
		ZPP	PASSPORT APPLICATION FEES	\$600.00				\$600.00	\$30.00
		ZPCOF	PRISON CONSTRUCTION AND	\$1702.28				\$1702.28	\$85.11
		ZPRS6	PROB SURCH 2006	\$2.85				\$2.85	\$0.14
		ZPBA	PROBATION FEE ADULT	\$13250.07		\$736.70		\$13986.77	\$699.34
		ZPUBZ	PUBLIC DEFENDER FEES	\$75.00				\$75.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$280.00				\$280.00	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$96.44				\$96.44	\$4.82
		ZSTAT	STATE TREASURER - GENERAL FUND	\$58.00				\$58.00	\$2.90
		ZTECH	TECHNICAL REGISTRATION FUND	\$2.00		\$15.00		\$17.00	\$0.85
		ZVAF	VICTIMS ASSISTANCE FUND	\$105.00				\$105.00	\$5.25
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$100.00		\$100.00		\$200.00	\$10.00
		ZPRS9	ZPRS9	\$158.16		\$125.00		\$283.16	\$14.16
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$22.00				\$22.00	\$0.00

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$100.00		\$3.71		\$103.71	\$0.00✓
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$51314.77		\$3761.38		\$55076.15	\$0.00
Total:				\$125157.53		\$0.00		\$125157.53	\$2360.78

Less Shaded Areas:

- 69,142.32

\$ 56,015.21

Hold Account Receipting:

+ 230.29

\$ 56,245.50

Less FARE:

- 494.08

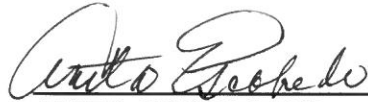
\$ 55,751.42

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !


STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of DECEMBER, 2014.


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 9TH day of JANUARY 2015.


Deputy

ARF-2969

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 01/20/2015

Reporting Period: December 2014

Submitted For: Mary Navarro, Justice Court Operations Mgr

Submitted By: Mary Navarro, Justice Court Operations Mgr, Justice Court-Globe Regional

Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for December 2014.

Suggested Motion

Acknowledgment of the December 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

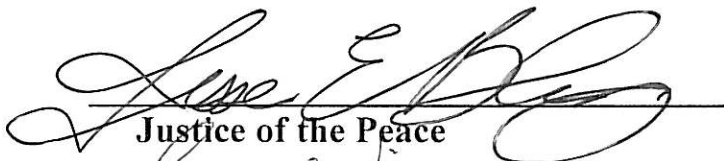
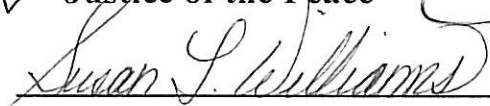
December 2014 Monthly Report

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: December, 2014

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 5,154.37
RECEIVED DURING THE MONTH	\$ 5,196.19
DISBURSED DURING THE MONTH	\$ 4,499.56
BALANCE AT THE END OF THE MONTH	\$ 5,851.00


Justice of the Peace

Susan L. Williams
Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

DECEMBER, 2014	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 197.88	\$ 9.90	\$ 187.98
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 214.11	\$ 10.71	\$ 203.40
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 145.00	\$ 7.25	\$ 137.75
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,313.90		\$ 2,313.90
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,387.36		\$ 1,387.36
Game and Fish - Wildlife	ZGF		STATE	\$ 140.87	\$ 7.05	\$ 133.82
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 366.22	\$ 18.32	\$ 347.90
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 63.28	\$ 3.17	\$ 60.11
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 1,945.00	\$ 97.25	\$ 1,847.75
Alternative Dispute Resolution	ZADR		T848-2061	\$ 45.74	\$ 2.29	\$ 43.45
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ 137.76	\$ 6.89	\$ 130.87
Confidential Address Assessment - Local	ZCAA2			\$ 7.24	\$ 0.37	\$ 6.87
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,204.74		\$ 1,204.74
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 5,709.27	\$ 285.47	\$ 5,423.80
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 700.00	\$ 35.00	\$ 665.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 700.67	\$ 35.04	\$ 665.63
DUI Abatement	ZDUIA		T889-2061	\$ -	\$ -	\$ -
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 342.44	\$ 17.13	\$ 325.31
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 19.20	\$ 0.96	\$ 18.24
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 973.84	\$ 48.70	\$ 925.14
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 11,450.07	\$ 572.51	\$ 10,877.56
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 829.70	\$ 41.49	\$ 788.21
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 317.56	\$ 15.88	\$ 301.68
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 525.44		\$ 525.44
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 152.31	\$ 7.62	\$ 144.69
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 975.83		\$ 975.83
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 348.73	\$ 17.44	\$ 331.29
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,361.87		\$ 1,361.87
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 99.16	\$ 4.96	\$ 94.20
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 61.73		\$ 61.73
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 41.14		\$ 41.14
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 374.94	\$ 18.75	\$ 356.19
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 1,579.14	\$ 78.96	\$ 1,500.18
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,033.91	\$ 51.70	\$ 982.21
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 129.17	\$ 6.46	\$ 122.71
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 48.78	\$ 2.44	\$ 46.34
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 56.67	\$ 2.84	\$ 53.83
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 388.61	\$ 19.44	\$ 369.17
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 5.90	\$ 0.30	\$ 5.60
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 8.58	\$ 0.43	\$ 8.15
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ 4.00	\$ 0.20	\$ 3.80
TriCity Fire Department (TRIF)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ 4.00	\$ 0.20	\$ 3.80
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 30.78	\$ 1.54	\$ 29.24
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 208.16	\$ 10.41	\$ 197.75
Prison Construction Fund	ZPCOF		T908-2061	\$ 2,837.74	\$ 141.89	\$ 2,695.85
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 92.52	\$ 4.63	\$ 87.89
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 2,632.84	\$ 131.64	\$ 2,501.20
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 41.45	\$ 2.08	\$ 39.37
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 100.91		\$ 100.91
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 2,057.52		\$ 2,057.52
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,371.67		\$ 1,371.67
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

DECEMBER, 2014	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 13.90	\$ 0.70	\$ 13.20
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ 15.00	\$ 0.75	\$ 14.25
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 71.01	\$ 3.56	\$ 67.45
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 45,885.26	\$ 1,724.32	\$ 44,160.94

TOTAL ADJUSTED BALANCE VERIFICATION \$ 44,160.94

TOTAL RESTITUTION RECEIVED \$ 1,075.37

TOTAL RECEIPTS THIS MONTH \$ 46,960.63

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
1/2/2015	8372	\$ 6,619.97	ARIZONA STATE TREASURER
1/2/2015	8373	\$ 39,197.84	GILA COUNTY TREASURER
1/2/2015	8374	\$ 67.45	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 45,885.26	TOTAL DISTRIBUTIONS THIS MONTH

Jesse S. Bolinger

I, ~~Gary Goettman~~, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of DECEMBER, 2014.

[Signature]
Justice of the Peace

Subscribed and Sworn to before me this 2nd day of January, 2015.

[Signature]
Notary Public

My Commission Expires: February 12, 2017



ARF-2973

Consent Agenda Item

4. E.

Regular BOS Meeting

Meeting Date: 01/20/2015

Reporting Period: November 2014

Submitted For: Kaycee Stratton, Chief Deputy Recorder

Submitted By: Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

Information

Subject

Recorder's Office Monthly Report for November 2014

Suggested Motion

Acknowledgment of the November 2014 monthly activity report submitted by the Recorder's Office.

Attachments

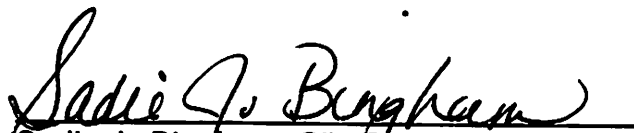
Recorder's Office Monthly Report for November 2014



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF NOVEMBER 2014

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.


Sadie Jo Bingham, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT

GILA COUNTY, ARIZONA

DATE 1-12-15

CONTRACT #

GRANT #

DEPOSIT TO FUND Recorder General

REMITTING AGENCY Recorder - 100

BILLING PERIOD Nov. 1 2014 - Nov. 30, 2014

FUND # 1005

Currency	
Cents	
Checks	8079405
Total	8079405

SUMMARY OF DEPOSIT

Preparer Signature: [Signature]

Approved Signature: [Signature]

Title

Chief Deputy Recorder

Account Code	Direct Deposit / Check #	Revenue Description	Amount
1005.120.3400.99		Recording Fee's	13,119.80
7145.120.3400.99		Recorder Storage	3,650.00
7146.120.3400.99		Mining Fee's	2.00
7147.120.3400.99		Computer Services	4,122.25
			20794.05

Date

1/12/15

TREASURER By [Signature]

ORIGINATING OFFICE

112008 JAN 15

Sadie Bingham
Gila County Recorder

New Fiscal Year Form

FY 2014-2015

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	988	3,620.50	12,426.93	770.00	6.00	16,823.43
Aug	1,079	4,011.50	10,867.54	920.00	12.00	15,811.04
Sept	1,117	4,155.00	13,076.35	11,327.37	7.00	28,565.72
Oct	1,096	4,099.50	4,605.76	2,714.50	2.00	11,421.76
Nov	855	3,050.00	13,119.80	4,622.25	2.00	20,794.05
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	5,135	18,937	54,096.38	20,354.12	29.00	93,416.00
Fiscal Year All Monies		93,416.00				

GILA COUNTY RECORDER

Report for September 2014

SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$12,651.00	\$0.00	\$12,651.00	
	PAID OUT OF SUSPENSE ACCT	\$0.00	\$5,926.60	\$5,926.60	
	RECORDING FEES	\$6,413.60	\$0.00	\$6,413.60	
	REFUNDS- EXCESS FEES	\$0.00	\$19.00	\$19.00	
	INTEREST PD TO ACCT	\$0.80	\$0.00	\$0.80	
Staled Checks		\$0.00	\$0.00	\$0.00	
TOTAL 1005 FUNDS		\$19,065.40	\$5,945.60	\$13,119.80	
SECTION II					
	7145 FUND (RECORDER)	\$3,050.00	\$0.00	\$3,050.00	
	7146 FUND (MINING - 80% STATE TREAS)	\$8.00	\$8.00	\$0.00	
	7146 FUND (MINING - 20% RECORDER)	\$2.00	\$0.00	\$2.00	
	7147 FUND (COMPUTER SVCS)	\$4,622.25	\$0.00	\$4,622.25	
TOTAL SEC II FUNDS		\$7,682.25	\$8.00	\$7,674.25	
COMBINED TOTALS - TOTAL FEES COLLECTED		\$26,747.65	\$5,953.60	\$20,794.05	

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP
N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-
ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-
TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1
copy,tyler,VOTER

House/Account ID	House/Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$80.00)	\$12.00	\$0.00	(\$48.00)
ADOT-M	STATE OF ARIZONA - DEPT. OF REVENUE	(\$27.57)	\$0.00	\$0.00	(\$27.57)
ADOT	AZ DEPT OF TRANS	(\$273.00)	\$0.00	\$0.00	(\$273.00)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APS/RECORDINGS	(\$379.00)	\$73.00	\$0.00	(\$306.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(\$133.00)	\$6.00	\$0.00	(\$127.00)
AWC	ARIZONA WATER COMPANY	(\$189.00)	\$0.00	\$0.00	(\$189.00)
AZDORI	ADOT/ACCOUNTS PAYABLE	(\$1,824.40)	\$78.80	\$0.00	(\$1,545.60)
AZRE/RECORDING	ARIZONA DEPT OF REAL ESTATE	(\$2,042.00)	\$0.00	\$0.00	(\$2,042.00)
CARD	Cardon Hatt / The Vineyard Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
CRSI	Colorado Records Sooner Inc	(\$80.00)	\$0.00	\$0.00	(\$80.00)
CTS	COMPLETE TITLE SOLUTIONS	(\$9.00)	\$6.00	\$0.00	(\$3.00)
DS	DATA SERVICES	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EPN	eRecording Partners Network	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EQUIT	EQUITY SERVICES	(\$122.00)	\$0.00	\$0.00	(\$122.00)
EXCEL	EXCEL DOCUMENT SERVICES	(\$25.00)	\$0.00	\$0.00	(\$25.00)
FARES	CORELOGIC	(\$886.40)	\$95.00	\$0.00	(\$771.40)
FATM	FIRST AMERICAN MICROFICHE	(\$2,175.00)	\$181.80	\$0.00	(\$1,993.20)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$549.00)	\$0.00	\$0.00	(\$549.00)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(\$253.20)	\$95.00	(\$1,250.00)	(\$1,408.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$164.50	\$0.00	\$0.00	\$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$104.00)	\$24.00	\$0.00	(\$80.00)
IMAPP	IMAPP, INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDECOMM	INDECOMM	(\$1,000.00)	\$81.00	(\$81.00)	(\$1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(\$20.00)	\$0.00	\$0.00	(\$20.00)
Ingeo	Ingeo - eRecording	(\$1,055.00)	\$342.00	(\$342.00)	(\$1,055.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$48.00	(\$48.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$0.00	\$0.00	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$877.00)	\$0.00	\$0.00	(\$877.00)
NewAcct1	Applied Technology Resources Inc	(\$200.00)	\$0.00	\$0.00	(\$200.00)
NTC	NATIONWIDE TITLE CLEARING	(\$991.00)	\$117.00	(\$117.00)	(\$991.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$6,296.00)	\$175.00	\$0.00	(\$6,121.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$1,293.00)	\$765.00	(\$7,000.00)	(\$7,528.00)
Public Works Floodplain	Gila County	(\$100.00)	\$0.00	\$0.00	(\$100.00)

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP
N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-
ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-
TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1
copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RSSI	RECORD SEARCHING SERVICES INC	(\$207.00)	\$10.00	\$0.00	(\$197.00)
RUI	RESEARCH UNLIMITED INC	(\$88.00)	\$0.00	\$0.00	(\$88.00)
simplifile	Simplifile - eRecording	(\$1,089.00)	\$3,817.00	(\$3,813.00)	(\$1,085.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,100.20)	\$0.00	\$0.00	(\$1,100.20)
TD	Timely Documents	(\$100.00)	\$0.00	\$0.00	(\$100.00)
Totals		(\$26,283.17)	\$5,926.60	(\$12,651.00)	(\$33,007.57)

Bank Deposit

From 11/01/2014 To 11/30/2014

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$713.00	
Check	\$15,706.25	

Total Deposit \$16,419.25

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
3785	Nov 3, 2014	11_Payson_Mon / 3818	\$65.00	\$65.00		Bank Account
3786	Nov 3, 2014	1_ReceiptStation1_Mon / 3817	\$621.00	\$621.00		Bank Account
3787	Nov 4, 2014	2_ReceiptStation1_Tue / 3819	\$7,245.00	\$7,245.00		Bank Account
3788	Nov 4, 2014	12_Payson_Tue / 3820	\$142.00	\$142.00		Bank Account
3791	Nov 5, 2014	3_ReceiptStation1_Wed / 3823	\$274.00	\$274.00		Bank Account
3792	Nov 6, 2014	4_ReceiptStation1_Thu / 3824	\$1,279.00	\$1,279.00		Bank Account
3794	Nov 10, 2014	11_Payson_Mon / 3827	\$71.00	\$71.00		Bank Account
3795	Nov 10, 2014	1_ReceiptStation1_Mon / 3826	\$552.00	\$552.00		Bank Account
3796	Nov 12, 2014	3_ReceiptStation1_Wed / 3828	\$543.00	\$543.00		Bank Account
3797	Nov 13, 2014	4_ReceiptStation1_Thu / 3829	\$2,805.00	\$2,805.00		Bank Account
3801	Nov 17, 2014	1_ReceiptStation1_Mon / 3831	\$376.00	\$376.00		Bank Account
3802	Nov 18, 2014	12_Payson_Tue / 3833	\$264.00	\$264.00		Bank Account
3803	Nov 18, 2014	2_ReceiptStation1_Tue / 3832	\$278.00	\$278.00		Bank Account
3804	Nov 20, 2014	14_Payson_Thu / 3836	\$287.00	\$287.00		Bank Account
3805	Nov 20, 2014	3_ReceiptStation1_Wed / 3834	\$1,924.60	\$1,924.60		Bank Account
3806	Nov 21, 2014	4_ReceiptStation1_Thu / 3835	\$234.00	\$234.00		Bank Account
3811	Nov 21, 2014	5_ReceiptStation1_Fri / 3837	\$5,597.25	\$5,597.25		Bank Account
3812	Nov 24, 2014	1_ReceiptStation1_Mon / 3841	\$869.00	\$869.00		Bank Account
3813	Nov 25, 2014	2_ReceiptStation1_Tue / 3842	\$735.00	\$735.00		Bank Account
3814	Nov 26, 2014	3_ReceiptStation1_Wed / 3843	\$1,145.00	\$1,145.00		Bank Account
3817	Nov 26, 2014	previousday / 3848	\$322.00	\$322.00		Bank Account
3847	Nov 19, 2014	previousday / 3876	\$9.00	\$9.00		Bank Account
3848	Nov 14, 2014	5_ReceiptStation1_Fri / 3830	\$645.00	\$645.00		Bank Account
3849	Nov 7, 2014	5_ReceiptStation1_Fri / 3825	\$464.00	\$464.00		Bank Account

Total \$26,746.85 \$26,746.85
 Non-Deposit Total (\$10,327.60) (\$10,327.60)
 Deposit Total \$16,419.25 \$16,419.25
 Total Till Over/Short \$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$1,521.60	(\$8,250.00)	(\$6,728.40)
Cash	Cash/Check	\$16,419.25	\$0.00	\$16,419.25
D-1005-120-01-4612-003	Postage(deferred)	\$6.00	(\$6.00)	\$0.00
D-1005-120-01-4612-023	Recording Fee(deferred)	\$18.00	(\$18.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$24.00	(\$24.00)	\$0.00
ETransfer	Electronic Transfers	\$4,401.00	\$0.00	\$4,401.00
	Total	\$22,389.85	(\$8,298.00)	\$14,091.85
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$48.00	(\$48.00)	\$0.00

ARF-2976

Consent Agenda Item

4. F.

Regular BOS Meeting

Meeting Date: 01/20/2015

Reporting Period: January 6, 2015

Submitted For: Marian Sheppard

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

Information

Subject

January 6, 2015, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the January 6, 2015, Board of Supervisors' meeting minutes.

Attachments

BOS 01-06-15 Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: January 6, 2015

MICHAEL A. PASTOR

Chairman

MARIAN E. SHEPPARD

Clerk of the Board

TOMMIE C. MARTIN

Vice-Chairman

By: Laurie J. Kline

Deputy Clerk

JOHN D. MARCANTI

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via telephone); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Bryan Chambers led the Pledge of Allegiance and Reverend Charles Proudfoot of the Community Presbyterian Church in Payson delivered the invocation.

Item 3-A. Information/Discussion/Action to recognize newly elected and re-elected public officials for the period January 1, 2015, through December 31, 2018, as follows: Tim Wright, Judge of the Superior Court, Division 2; Anita Escobedo, Clerk of the Superior Court; Jesse Bolinger, Globe Regional Justice of the Peace; Dorothy Little, Payson Regional Justice of the Peace; Ruben Mancha, Globe Regional Constable; and Colt White, Payson Regional Constable. The Honorable Peter Cahill, Gila County Presiding Judge, will immediately administer the Oath of Office to all officials.

Eric Mariscal, Elections Director, stated that the Honorable Judge Peter Cahill would be administering the Oaths of Office for the aforementioned elected public officials.

The Honorable Peter Cahill, Gila County Presiding Judge, administered the Oaths of Office to the following newly elected and re-elected public officials for the period January 1, 2015, through December 31, 2018, as follows: Tim Wright, Judge of the Superior Court, Division 2; Anita Escobedo, Clerk of the Superior Court; Jesse Bolinger, Globe Regional Justice of the Peace; Dorothy

Little, Payson Regional Justice of the Peace (via ITV); Ruben Mancha, Globe Regional Constable; and Colt White, Payson Regional Constable.

Chairman Pastor allowed a few minutes for photos to be taken at this time before proceeding to the next agenda item.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion/Action that the Board of Supervisors has, on January 6, 2015, held the public hearing to consider incurring a long term financial obligation which is not secured by the full faith and credit of Gila County, in accordance with Arizona Revised Statute §11-391; that the Board of Supervisors considered an analysis of the need for the Copper Administration Building project, the need to use long term financing and any other available options to accomplish this project; and further, that all oral and written comments offered by the public before, during and after the public hearing will be received and made a part of the permanent record on this matter before considering the adoption of a resolution to incur long term financial obligations at their January 27, 2015, meeting.

Don McDaniel, County Manager, stated that it is important to have the following information provided to the public; therefore, this time and date has been scheduled for a public hearing regarding this issue. He then provided a brief timeline as to the events that have transpired in accordance with the direction of the Board in the furtherance of the Copper Administration Building project. He stated that Jeff Hessenius, Finance Division Director, would provide specific details as to the project and Mark Reader, Managing Director for Stifel, Nicolaus & Company (Stifel), would provide a presentation with regard to the particulars regarding the financing of the project. Stifel has contracted with Gila County to be its placement agent and underwriter for the financing of this project.

Mr. Hessenius provided a summary and stated that at the Board of Supervisors' August 6, 2013, regular meeting, the Board authorized staff to explore alternatives to acquire office space including, if appropriate and economically feasible, submitting proposals on properties that would satisfy the Board's goal of eliminating the need to occupy leased office space. After that meeting, Steve Stratton, Public Works Division Director, began exploring various alternatives for additional office space. At the Board of Supervisors' July 29, 2014, work session, it was suggested by Supervisor Marcanti that the County possibly utilize County-owned property such as the Four Amigos site or the old auto/equipment shop site as a potential location to place a used modular building. The Finance Division's purchasing staff researched the feasibility of purchasing a new modular building and it was discovered that the cost to purchase an 8,000 square foot building and to set it on County property

could exceed \$1.5 million. Research then continued to purchase a used modular building to be situated on existing County property. A slightly used approximately 20,000 square foot modular building, which was previously owned by the Town of Maricopa, was identified and it was concluded that it would fit at the old auto/equipment shop site. Mr. Hessenius added that because of the large size of the modular building, it would be possible to relocate the Probation Department to an area of the used modular building. Also, the Child Support Division, which currently occupies space at the Michaelson Building in downtown Globe, would relocate to the Guerrero Building. County staff that currently occupies the Guerrero Building would be relocated to the used modular building. The financing for the used modular building on a monthly basis will be slightly more than the total of the current monthly lease payments. Mr. Hessenius added that a cash purchase for this project was considered; however, it was decided that financing this project over the long term would be more cost effective because of the use of funds and cost of funds during the finance period. He advised that the used modular building has been acquired and it is being placed on County property.

Chairman Pastor opened the public hearing at this time and he inquired if anyone would like to comment on the information that was presented thus far on this issue. Jon Cornell of KQSS radio station asked for clarification regarding the County incurring a long-term financial obligation which is not secured by the full faith and credit of Gila County. Mr. Hessenius replied that according to federal and state guidelines, counties are not permitted to secure financing by incurring full faith and credit debt, but rather are required to secure financing with private placement financing and a pledge to repay the debt using tax revenue. Mr. Hessenius added that today's public hearing was posted on the Gila County website and published in both the Arizona Silver Belt and the Payson Roundup newspapers. He has not received any questions or comments regarding this issue as of this date. Chairman Pastor also asked Marian Sheppard, Clerk of the Board, if she received any public comments to which she replied that no public comments have been submitted thus far to her office.

Mark Reader provided the Board and other County staff with a handout of his PowerPoint presentation and it was also projected on a screen for the benefit of the audience. He advised that per Arizona Revised Statute §11-391, counties are required to conduct a public hearing any time consideration is being given to financing public infrastructure. He proceeded to review the table of contents and he complimented Mr. Hessenius on his presentation of the actions taken thus far by the Board of Supervisors and County staff regarding this project.

Arizona County financing that is allowed to finance the various projects. The Copper Administration Building project would fall under the "Administrative Facilities" type of infrastructure improvement. One of the allowable types of financing for this project includes a General Obligation Bond, which requires a

vote of the people and an increase in property taxes. Mr. Reader stated that another option and one that is the focus of Gila County is an Excise Tax Revenue Bond, which is a very common financing mechanism for Arizona counties and does not require voter approval. The County will secure financing with its pledged excise tax revenues. A chart of municipal tax-exempt interest rates was reviewed and Mr. Reader advised that the interest rates at present are at near historical lows over the last sixty years. He added that while this is the current bond market, Stifel is not proposing that the County issue bonds in a public bond sale as was done in 2009. The reason is that the economy has been soft over the last couple of years. A lot of banking institutions have cash on their balance sheets and they are looking to deploy the cash. Since there isn't a lot of commercial or industrial loan demand at present, certain banks have approached Stifel about their willingness to compete and bid on bonds or obligations. As a result, Stifel has been receiving some very attractive bids which are lower than if they went into the bond market on relatively small transactions. He added that \$2 million dollars, such as the amount the County anticipates is needed, is a relatively small amount in the bond market. Stifel intends to move forward and test the private placement market. Stifel is hoping that the bids will result in the low 2% range based on the bids that have been submitted to date.

To take advantage of the current favorable bond market, Supervisor Marcanti inquired of Mr. Reader if the County's existing bond obligations could be rolled over with this bond debt into one new bond. Mr. Reader replied that County staff earlier asked that same question of him. He referred to page 12 of the presentation and explained that Gila County's bonds are callable bonds; however, they aren't callable until July 2019. Should the County refinance existing bonds, there would be a penalty because they aren't callable until 2019 and it would dissipate some of the County's savings. Mr. Reader assured the Board that Stifel will be watching the bond market over the next few years and as it gets closer to July 2019, Stifel will explore various financing options with a goal of reducing that bond obligation.

Mr. Reader then reviewed the County's historical pledged revenues as outlined on page 13 of the presentation. Page 14 entitled "New Money Obligations Summary and Preliminary Debt Service Structure" was reviewed. He explained that the Request for Proposals (RFP) would state that the \$2 million dollars of financing would have a 10-year level debt service at approximately \$235,000 per year. Current lease payments are approximately \$160,000 per year so the net difference would add approximately \$70,000-\$75,000 to the County's budget to implement this project. Mr. Reader advised that the County has \$4.72 of revenue to cover every dollar of County debt; if an issue arose, investors would favorably view this ratio. Mr. Reader reiterated that he is hopeful that the financing will not be greater than 2% and he added that it could possibly be in the high 1% range.

Lastly, Mr. Reader reviewed the financing calendar. He advised that the Board of Supervisors may not adopt a resolution to approve the financing and delegate authority to the County Manager or Finance Director to approve the final terms of the financing until 15 days after today's public hearing, so it is anticipated that the Board will adopt a resolution at its January 27th meeting. Once the resolution is adopted, it is anticipated that the transaction would close mid-February or sooner if the Board so chooses.

Vice-Chairman Martin thanked Mr. Reader and County staff for their efforts on this endeavor as she fully believes in this project. She is especially pleased with the anticipated cost to obtain the financing for this project. Supervisor Marcanti also complimented Mr. Reader and County staff. He supports the decision to finance this project over the long term as he believes it will be best for the County overall. Chairman Pastor stated that leasing County office space has been a "thorn in my side" since he was first elected into office, in particular, leasing office space for property the County at one time owned. He hopes the taxpayers will appreciate that the Board has looked into the issue of leased County office space and has now found a solution. He also thanked Mr. Reader and County staff for their efforts.

At this time, Chairman Pastor asked if anyone else wished to provide comments. Mr. Cornell inquired if the amount to be borrowed was \$2 million or \$2.35 million. Mr. Reader replied that the total amount the County is financing is up to \$2 million, and the expected interest to borrow the money is approximately \$545,000. There being no further public comment, Chairman Pastor closed the public hearing and asked the Board for a motion.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously acknowledged that it had conducted its January 6, 2015, public hearing to consider incurring a long term financial obligation which is not secured by the full faith and credit of Gila County, in accordance with Arizona Revised Statute §11-391; it considered an analysis of the need for the Copper Administration Building project, the need to use long term financing and any other available options to accomplish this project; and further, it acknowledged that all oral and written comments offered by the public before, during and after the public hearing will be made a part of the permanent record on this matter before the Board will consider the adoption of a resolution to incur long term financial obligations at its January 27, 2015, meeting.

B. Information/Discussion/Action to approve two liquor license applications submitted by Michael Richard Jelinek for the Creekside Steakhouse & Tavern located in Payson, as follows: 1) Order No. LL-14-07 for a person transfer of a Series 7 beer and wine license with an interim permit to operate; and 2) Order No. LL-14-08 for a new Series 12 restaurant license with an interim permit to operate.

Marian Sheppard, Clerk of the Board, stated that the statutory requirements of the two liquor license applications received from Michael Richard Jelinek for the Creekside Steakhouse & Tavern have been met. The applications were posted at the location for a period of 20 days and an affidavit of posting has been received from the Gila County Sheriff's Office. There has been an internal review process conducted by the Building and Permitting Department, Health Department and the Treasurer's Office; there were no issues with regard to these applications. There have been no written objections received by the Clerk of the Board Department.

Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved two liquor license applications submitted by Michael Richard Jelinek for the Creekside Steakhouse & Tavern located in Payson, as follows: 1) Order No. LL-14-07 for a person transfer of a Series 7 beer and wine license with an interim permit to operate; and 2) Order No. LL-14-08 for a new Series 12 restaurant license with an interim permit to operate.

Item 3 – REGULAR AGENDA ITEMS:

B. Information/Discussion/Action to adopt Proclamation No. 2015-01 proclaiming 2015 as "The Year of Reading" in Gila County and encourage all citizens to commit to reading and/or listening to their children or grandchildren read daily to develop the skills for success in school and life.

Pamela Beerens, Public Services Librarian, stated that Read On Globe/Miami, Northern Gila County, and the newly formed Read On Copper Corridor, which will include Hayden, are a part of a local collaboration with over 120 community partners that promote reading as the critical pillar in the education of the students and which is committed to building an early literacy system that improves language and literacy outcomes for children aged from birth through age eight by delivering the right program at the right time to every child through numerous events that are held in Gila County. She added that other counties have adopted similar proclamations and that it aids in backing events that promote literacy awareness in the community.

Dr. Linda O'Dell, Gila County School Superintendent, stated that she is thrilled that this is the first proclamation of 2015 and that it is helping educate children. She added that it is the goal of the School Superintendent's Office to expand the general conversation regarding literacy in the County. Ms. Beerens then read aloud the proclamation.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Proclamation No. 2015-01 proclaiming 2015 as

"The Year of Reading" in Gila County and encouraged all citizens to commit to reading and/or listening to their children or grandchildren read daily to develop the skills for success in school and life. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

C. Information/Discussion/Action to authorize the expenditure of \$5,000 out of the Natural Resources Fund to the Coalition of Arizona/New Mexico Counties for stable economic growth as a contribution to the Coalition's Litigation Fund.

Don McDaniel, County Manager, stated that this funding item is a request from the Coalition of Arizona/New Mexico Counties (Coalition) is separate from the \$2,600 for annual dues that the County pays to be a part of the Coalition. The requested funds will contribute to the Coalition Litigation Fund. He added that there are sufficient funds in the County's Natural Resources Fund to assist in the legal pursuits of the Coalition.

Vice-Chairman Martin stated that she feels that the jaguar issue will be the next major upcoming issue and that this contribution will bridge the gap to finance the attorneys who work hard for the County at very little cost. Supervisor Marcanti commented that the County needs to be proactive in dealing with these issues. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the expenditure of \$5,000 out of the Natural Resources Fund to the Coalition of Arizona/New Mexico Counties for stable economic growth as a contribution to the Coalition's Litigation Fund.

Item 4 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of Amendment No. 2 to a Prevention Services Agreement between Cenpatico Behavioral Health of Arizona, LLC, and Cenpatico of Arizona, Inc. (collectively referred to as "Cenpatico") and Gila County Health and Emergency Services Division to extend the term of the agreement for the period October 1, 2014, to June 30, 2015, and to add funding in the amount of \$53,483.

B. Approval of Amendment No. 11 to an Agreement for Energy Wise Low-Income Weatherization Program Implementation (Contract No. 700518523) between Arizona Public Service (APS) and the Gila County Division of Community Services, Weatherization Program, whereby APS will provide funding in an amount not to exceed \$106,429 to be used to provide weatherization services to eligible low-income citizens residing in

Gila County for the period from January 1, 2015, through December 31, 2015.

C. Approval of an Intergovernmental Agreement between Gila County and Mammoth-San Manuel Unified School District, whereby Mammoth-San Manuel Unified School District will become a designated "Access Point" under the Workforce Investment Act for the period of December 1, 2014, through June 30, 2015.

D. Approval of a Memorandum of Understanding between Gila County and Empowerment Systems, Inc., whereby Empowerment Systems, Inc. will become a designated "Access Point" under the Workforce Investment Act for the period of November 1, 2014, through June 30, 2015.

E. Approval of a Memorandum of Understanding between Gila County and Maricopa Chamber of Commerce, whereby Maricopa Chamber of Commerce will become a designated "Access Point" under the Workforce Investment Act for the period of January 1, 2015, through June 30, 2015.

F. Approval of a Memorandum of Understanding between Gila County and the Pinal Hispanic Council, located in Eloy, Arizona, whereby the Pinal Hispanic Council will become a designated "Access Point" under the Workforce Investment Act for the period of January 20, 2015, through June 30, 2015.

G. Approval of Modification No. 1 to Federal Highway Administration, Federal Lands Highway Agreement No. DTFH68-13-E-00043 to extend the period of performance to March 31, 2015, for the reimbursable portion of this agreement; all of which is for the construction of two bridges on Houston Mesa Road and one bridge on Control Road.

H. Approval of a contract increase of up to \$3,230.85 to Contract No. 101413 with McSpadden Ford to cover the additional cost for lighting, which was inadvertently omitted from the original Invitation to Bid for the purchase of five new police interceptors.

I. Acknowledgment of the November 2014 monthly activity report submitted by the Payson Regional Constable's Office

J. Acknowledgment of the November 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.

K. Acknowledgment of the November 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

L. Approval of the December 2, 2014, December 9, 2014, and December 16, 2014, Board of Supervisors' meeting minutes.

M. Acknowledgment of the Human Resources reports for the weeks of December 2, 2014, December 9, 2014, and December 16, 2014, December 23, 2014, and December 30, 2014.

N. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for weeks of December 1, 2014 to December 5, 2014; December 8, 2014 to December 12, 2014; and December 15, 2014 to December 19, 2014.

O. Approval of finance reports/demands/transfers for the weeks of December 23, 2014, December 30, 2014, and January 6, 2015.

December 23, 2014

\$2,211,484.65 was disbursed for County expenses by check numbers 267106 through 267274.

December 30, 2014

\$148,050.81 was disbursed for County expenses by check numbers 267275 through 267348.

January 6, 2015

\$1,496,600.443 was disbursed for County expenses by check numbers 267349 through 267482. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 4-A through 4-O.

Item 5 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

1. Susan K. Imperatrice of the KQSS radio station requested an outside investigation of an incident at the Globe jail involving Sergeant Keith Johnson

regarding his demotion. She also inquired about County dump trucks taking dirt to private property.

2. Bonnie Lewis of Globe requested that the County Attorney take a look at recent events that have occurred at the Gila County jails. She then expressed concerns regarding Gila County Animal Control no longer providing traps for skunks and other small animals at no charge as was done in the past. Ms. Lewis also requested that the County research the reason certain laws are enforced by Animal Control and other laws are not enforced. She believes that there are more problems with animal control in Ice House Canyon than in other areas of the County.

Item 6 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:15 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-2958

Consent Agenda Item

4. G.

Regular BOS Meeting

Meeting Date: 01/20/2015

Reporting Period: December 26, 2014; and January 2, 2015

Submitted For: Jeffrey Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 12-26-14; and 1-2-15.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of December 22, 2014, to December 26, 2014; and December 29, 2014 to January 2, 2015.

Attachments

County Manager Approved Contracts Under \$50K for Weeks Ending 12-26-14 & 1-2-15

Amendment No. 5 to Service Agreement No. 012412 with Earthquest Plumbing, Inc.

Service Agreement No. 120514 with Service Plus, Inc.

Amendment No. 2 to Professional Services Contract No. 042913 with Ulibarri-Mason Global

Service Agreement No. 121214 with Payson Senior Center

Amendment No. 1 to Service Agreement No. 082914 with Experienced Firesprinkling, Inc.

Professional Services Contract No. 121014-4 with Dr. Michael Durham

Stanley Security-Security Controls for Gates for Courthouse Parking Lot Security Fence

Stanley Security-2015 Service Plan for all Access Controls

Amendment No. 1 to Service Agreement No. 121814-1 with Durham Communications

Service Agreement No. 121814 with Mountain Retreat Builders

Service Agreement No. 121914 with Mountain Retreat Builders

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**December 22, 2014 to December 26, 2014**

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
012412 Earthquest Plumbing, Inc.	Amendment No. 5 to Service Agreement No. 012412 Southern Gila County Backflow Testing and Repairs	Add \$850.00 for a new total contract amount of \$4,850.00	02-1-14 to 1-31-15	12-23-14	Expires	Amendment No. 5 has been issued to cover the additional costs for retesting some of the backflows which was required by the City of Globe.
120514 Service Plus, Inc.	Service Agreement No. 120514 Sheriff's Office Appliance Service and Repair	\$5,500.00	01-1-15 to 12-31-15	12-23-14	Option to renew for two 1 year periods	Contractor will provide for the repair and service of miscellaneous equipment located at the Globe and Payson Sheriff's Office, Globe Posse Building, and Roosevelt Sub-Station. List of equipment includes, but is not limited to: ice maker, commercial & convention ovens, commercial dryers, drinking fountain, boiler system, dishwasher, kettle/warmer, evap cooler, walk-in cooler and sinks.
042913 Ulibarri-Mason Global HR, LP	Amendment No. 2 to Professional Services Contract No. 042913 Classification & Compensation Study	N/A Term extension only	11-13-14 to 5-13-15	12-23-14	Expires	The contract with Ulibarri-Mason Global expired on November 12, 2014. The contract is being extended for an additional six month period, from November 13, 2014 to May 13, 2015 to allow time for Ulibarri to complete and deliver to Gila County, all of the components of their original contract and Amendment No. 6.

December 22, 2014 to December 26, 2014

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
121214 Payson Senior Center	Service Agreement No. 121214 Payson Senior Center Financial Assistance for Temporary Shelter and Food	\$3,290.06	12-23-14 date check is issued	12-23-14	Expires	Community Services wishes to assist in funding for the Payson Senior Center for food and temporary shelter provided to families left homeless by the Canal Apartments Fire.
082914 Experienced Firesprinkling, Inc.	Amendment No. 1 to Service Agreement No. 082914 Service and Miscellaneous Repairs to Fire Sprinkling Systems	Add \$2,224.15 for a new total contract amount of \$4,499.15	07-1-14 to 6-30-15	12-23-14	Option to renew for two 1 year periods	The fire sprinkler system will not hold pressure and is still clogged due to corrosive failure. The Administration building in Payson is not protected by fire without this system in operation. Last summer it was discovered that water had been introduced into the "dry system" which is not supposed to be tested by the traditional water flow test. We requested a contract to explore the damage and repair of damaged parts. However, the damage is more severe and will require total replacement of the system.
121014-4 Dr. Michael Durham	Professional Services Agreement No. 121014-4 Medical Consulting Services	\$10,800.00	1-1-15 to 12-31-15	12-23-14	Option to renew for two 1 year periods	Dr. Durham's contract for medical consulting services will expire on December 31, 2014. A new contract has been issued to replace the expiring one. The new contract allows for two one year extensions. This contract covers Well Baby Clinics, tuberculosis control, flu shots, nutritional services, rabies control services, and various other services.

December 22, 2014 to December 26, 2014

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
13412 Stanley Security	Authorization to utilize City of Avondale Contract No. 13412 with Stanley Security Security Controls for Gates for Courthouse Parking Lot Security	\$12,923.16	2 Weeks from start date	12-24-14	Expires	Security controls are needed on two personnel gates and 1 vehicle gate at the Globe Courthouse parking lot security fence.
13412 Stanley Security	Authorization to utilize City of Avondale Contract No. 13412 with Stanley Security 20115 Service Plan for all Access Controls	\$25,080.00	1-1-15 to 12-31-15	12-24-14	Expires	Utilizing a service plan allows for budgeting costs associated with repairs on aging systems, some of which are ten years old. A service plan will keep systems in optimal condition for the lifetime of the service agreement, preventing massive replacement costs that would due to the age of the systems.

December 29, 2014 to January 2, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
121814-1 Durham Communications	Amendment No. 1 to Service Agreement No. 121814-1 Radio Communication	Add \$3,754.57 for a new total contract amount of \$12,804.72	12-17-14 to 6-30-15	12-30-14	Expires	Radios are needed for communication with San Carlos, who are digital. Communication needed while out checking for marijuana grows and other details with the Task Force/Sheriff's Office. Amendment No. 1 will serve to add one additional radio to the original order.

December 29, 2014 to January 2, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
121814 Mountain Retreat Builders	Service Agreement No. 121814 Weatherization Project No. HH#9006	\$13,500.00	12-30-14 to 6-30-15	12-30-14	Expires	Contractor shall perform the following scope of work: repair roof, infiltration, remove/replace electrical elements, replace water heater, install a heat pump, install duct insulation, install fiberglass insulation for the belly pan.
121914 Mountain Retreat Builders	Service Agreement No. 121914 Weatherization Project No. HH#6415	\$9,500.00	12-30-14 to 6-30-15	12-30-14	Expires	Contractor shall perform the following scope of work: remove old cooler, install a heat pump, install a new furnace and various other repairs.



AMENDMENT NO. 5
SERVICE CONTRACT NO. 012412
SOUTHERN GILA COUNTY
BACKFLOW TESTING AND REPAIRS

Effective March 07, 2012, Gila County and Earthquest Plumbing, Inc. entered into an agreement whereby Earthquest Plumbing Inc. would perform the annual backflow testing at multiple county facilities in Globe, Arizona and repair and/or replace material as needed per county approval.

Amendment No. 1 to Contract No. 012412 was executed on October 10, 2012 to increase the amount of the contract by a total of \$2,000.00. The additional funds are necessary due to the amount of backflows that need to be retested and have repairs performed.

Amendment No. 2 to Contract No. 012412 was executed on January 16, 2013 to increase the amount of the contract by a total of \$1,358.33 to repair and/or replace backflows that froze and broke.

Amendment No. 3 to Contract No. 012412 was executed on February 11, 2013 to extend the contract term for one (1) year from February 01, 2013, to January 31, 2014.

Additionally, Amendment No. 3 removed the words "Gila County Professional" from the title of Service Contract No. 012412.

Amendment No. 4 Contract No. 012412 was executed on January 08, 2014 to extend the contract term for one (1) year, from February 01, 2014 to January 31, 2015.

Amendment No. 5 to Contract 012412 is being issued to request an addition to the contract scope in the amount of Eight Hundred Fifty dollars and no/100's (\$850.00), to cover the cost of additional backflow testing required by the City of Globe.

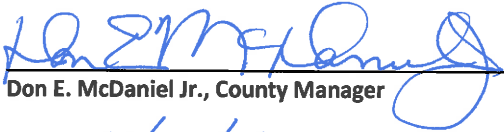
Consequently, the contract is amended to increase the contract amount by \$850.00 for a new total contract amount of Four Thousand Eight Hundred Fifty dollars and no/100's (\$4,850.00).

Contractor will continue to bill for services pursuant to Exhibit "A" of the original contract, but in no event shall charges for the February 01, 2014 to January 31, 2015 extension exceed \$4,850.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

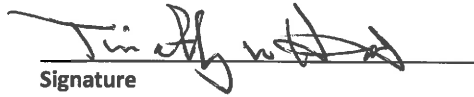
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 23rd day of December, 2014.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 12/23/14

EARTHQUEST PLUMBING


Signature

Timothy W. Haas
Print Name

Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 120514
SHERIFF'S OFFICE APPLIANCE SERVICE AND REPAIR

THIS AGREEMENT, made and entered into this 23RD day of December, 2014, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Service Plus, Inc., of the Town of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County.

Contractor shall provide for the repair and service of miscellaneous equipment located at the Globe and Payson Sheriff's Office, Globe Posse Building, and the Roosevelt Sheriff's Sub-Station.

List of equipment shall include but not be limited to:

- Ice Maker
- Commercial & Convection Oven
- Commercial Dryer
- Drinking Fountain
- Boiler System
- Dishwasher
- Kettle/Warmer
- Evaporative Cooler
- Walk-in Cooler
- Sink

Contractor Fee's:

- \$90.00 per hour + material for service call during normal business hours of 8 to 5
(A 10% discount shall be applied to all labor charges.)

- Call Out to be paid at time and a half, \$135.00
- Holiday Call Out will be paid at double time, \$180.00

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

<input type="checkbox"/> General Aggregate	\$2,000,000
<input type="checkbox"/> Products – Completed Operations Aggregate	\$1,000,000
<input type="checkbox"/> Personal and Advertising Injury	\$1,000,000
<input type="checkbox"/> Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **(Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501)**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 8 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 9 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 10 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13– TERM: The term of the agreement shall commence on **January 1, 2015**, and continue in full force and effect up through and including **December 31, 2015**, unless terminated, canceled or extended as otherwise provided herein.

The Contractor agrees that Gila County shall have the right, at its sole option, to renew the agreement for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid pursuant to the fee schedule in Section I of this agreement but in no event shall payment exceed \$5,500.00 without prior written approval from the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 12/23/14

SERVICE PLUS, INC.


Signature

DAVE KEENEY
Print Name



AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT NO. 042913 CLASSIFICATION AND COMPENSATION STUDY

ULIBARRI-MASON GLOBAL HR, LP

Effective May 14, 2013, Gila County and Ulibarri-Mason Global HR, LP entered into a contract whereby Ulibarri-Mason Global HR, LP agreed to provide a Classification and Compensation Study of employee salaries. Per Page 5, Section 7 – Contract Performance Time, of the contract, the contract will be in effect for one (1) year from the date of its execution and may be extended at the discretion of Gila County. The contract will expire on May 13, 2014. Gila County wishes to exercise the option to extend the contract for an additional six month period.

Amendment No. 1 was executed on May 27, 2014 to extend the contract term for six additional months, from May 14, 2014 to November 13, 2014.

Amendment No. 1 also served to expand the scope of work to include three additional tasks. Amendment No. 1 increased the original contract amount by Six Thousand dollars and no cents (\$6,000) plus reimbursable travel expenses for the three additional tasks. The new total contract amount was increased to Ninety-five Thousand dollars and no cents (\$95,000) plus reimbursable travel expenses for the three additional tasks.


Amendment No. 2 will serve to extend the contract for six additional months, from November 13, 2014 to May 13, 2015 to allow time for Ulibarri-Mason Global HR, LP to complete the remainder of the deliverables originally contracted for. All monetary compensation for the deliverables has previously been made to Ulibarri-Mason Global HR, LP. Amendment No. 2 does not serve to add any additional funds to the \$95,000 previously contracted for.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 23RD day of DECEMBER, 2014.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042913

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 12/23/14

ULIBARRI-MASON GLOBAL, HR, LP:


Signature

DANIEL ULIBARRI
Print Name

Tommie C. Martin, District I
610 E. Hwy. 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 121214
PAYSON SENIOR CENTER
FINANCIAL ASSISTANCE FOR TEMPORARY SHELTER AND FOOD

THIS AGREEMENT, made and entered into this 23rd day of December, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Payson Senior Center, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below.

Scope of Work: The Contractor shall provide temporary shelter and food to the families that were displaced due to the Canal Apartment Fire in November 2014.

Contractor Fee's: The Contractor shall provide temporary shelter and food to the families left homeless by the Canal Apartments Fire in an amount not to exceed \$3,290.06. The Contractor shall bill the County per Attachment "A" to Service Agreement No. 121214, by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6- WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well

as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of one (1) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The term of the Contract shall commence on date of award and remain in effect until funds in the amount of \$3,290.00 are paid to the Payson Senior Center.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a total flat fee amount of \$ 3,290.00 for completion of the projects as outlined in the Article 1-Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

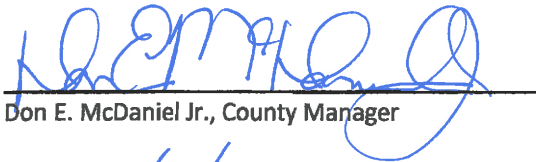
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 121214 has been duly executed by the parties hereinabove named, on the date and year first above written.

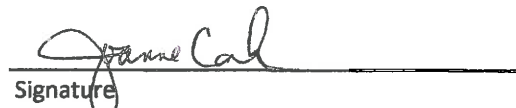
GILA COUNTY


Don E. McDaniel Jr., County Manager

Date:

12/23/14

PAYSON SENIOR CENTER


Signature

Joanne Conlin
Print Name



514 W. Main Street
Payson, Arizona 85541

Ph: (928)474-4876

Fax: (928)474-6054

Thrift Store (928)474-3205

INVOICE

TO: Gila County Community Services Division
5515 S. Apache Ave., Suite 200
Globe, AZ 85501

Quantity	Description	Amount
1	Provide assistance with emergency meals for the Canal Apartment residents who were displaced due to the fire. 30 residents were provided with temporary shelter and meals since 11/10/14.	\$3,290.00
TOTAL		\$3,290.00

Remit payment to:
Payson Senior Center

Thank You,
Joanne Conlin, Director
928-474-4876



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 082914

The following amendments are hereby incorporated into the agreement for the below project

SERVICE AND MICELLANEOUS REPAIRS TO FIRE SPRINKLING SYSTEMS

NORTHERN GILA COUNTY

Effective September 10, 2014, Gila County and Experienced Firesprinkling, Inc. entered into a contract whereby Experienced Firesprinkling, Inc. agreed to provide the services and miscellaneous repairs to Fire Sprinkling Systems in Northern Gila County.

Service Agreement No. 082914 was issued for an amount not to exceed \$2,275.00. Amendment No 1 to Service Agreement 082914 is being issued to request an addition to the contract scope in the amount of Two Thousand Two Hundred Twenty-Four dollars and 15/100's (\$2,224.15), to cover the added cost of removing and replacing entire Main in the Payson Admin Building. Refer to attached Attachment "A" to Amendment No. 1 to Service Agreement 082914 by mention made a binding part of this Amendment.

Consequently, the contract is amended to increase the contract amount by \$2,224.15 for a new total contract amount of Four Thousand Four Hundred Ninety-Nine dollars and 15/100's (\$4,499.15).

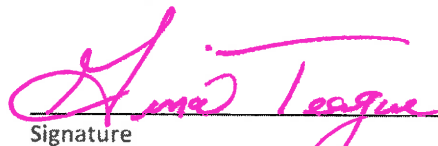
All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the July 1, 2014 to June 30, 2015 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 23rd day of DECEMBER, 2014.

GILA COUNTY:

EXPERIENCED FIRESPRINKLING, INC.


Don E. McDaniel Jr., County Manager


Signature

Date: 12/23/14

Gina Toague
Print Name

Tommie C. Martin, District I
610 E Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

HEALTH AND EMERGENCY SERVICES

PROFESSIONAL SERVICES AGREEMENT 121014-4 MEDICAL CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 23RD day of DECEMBER **2014**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Michael Durham, M.D., of the City of Globe, County of Gila, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: That the Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor agrees to provide Medical Consulting Services for the Gila County Health and Emergency Services Department. In the performance of his duties under the provisions of this agreement, it is mutually understood and agreed that the Contractor, his agent(s), employee(s), and subcontractor(s), is at all times acting and performing as an independent contractor.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses/certifications and agrees that he possesses experience as a physician. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Contractor is an independent Contractor of the County and agrees that he shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

■ **DUTIES AND RESPONSIBILITIES**

The Contractor shall provide duties as follows:

- A. Sign routine standing orders and review medical protocols to include, but not be limited to:
 - 1. Preventable disease immunizations to include influenza vaccine
 - 2. Tuberculosis control

3. Anaphylaxis treatment
4. Venous/capillary blood collection
5. Provide for testing, diagnosis and treatment of sexually transmitted disease clients
6. Child and adult health
7. Environmental health
8. Nutritional services
9. Communicable disease investigation
10. Emergency Preparedness
11. Monthly well child clinics held in Globe
12. HIV services
13. Nursing services
14. Maternal/child health services
15. Rabies control services
16. Monthly STD clinic held in Globe
17. Reproductive health/family planning
18. Other services as they arise

B. Be available to:

1. Provide input on community health matters.
2. Act as liaison with county physicians/medical providers in medical matters.
3. Work with Office of Health staff to develop protocols as necessary.
4. Backup coverage when available for long periods of time.
5. Provide contact phone numbers, locations as needed.

C. On a monthly basis hold Well Child Clinics and STD Clinics.

1. The contractor will only be paid for scheduled clinics that he attends.

Gila County shall provide:

- A. Work space for Contractor in Office of Health.
- B. Transportation as indicated for Office of Health business.
- C. Per Diem and travel reimbursement as indicated per County policy.
- D. Necessary/required Emergency Preparedness/Public Health continuing education.

▪ **EMERGENCY PREPAREDNESS**

The Contractor shall be available for consultation requests from the County staff, for issues or events related to Preparedness and Response to acts or suspected acts of Bioterrorism, which may require a **physician's expertise**.

ARTICLE II – FEES: For the services provided by the Contractor under this agreement, financial compensation from the County will be as follows:

\$50 per child for "Well Child" clinics

TB Services	\$300.00/month
Malpractice Insurance	\$300.00/month
STD Clinic, Globe	\$300.00/month, for each month a clinic is held

ARTICLE III – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE IV - INDEMNIFICATION CLAUSE: The Contractor agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Contractor to indemnify the County to the extent permitted under Arizona Law.

ARTICLE V – INSURANCE REQUIREMENTS: The Contractor agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance, general liability insurance and other insurance(s) as requested by the County and listed below, with reputable insurance companies acceptable to the County under this agreement. The Contractor agrees to provide coverage equal to or greater than the limits as set forth herein. The Contractor agrees to provide the County with certificates evidencing the coverage specified.

1. Medical Professional Liability insurance in the amount of \$1,000,000.00 per incident
2. Commercial General Liability insurance in the amount of \$145,000.00 per incident.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

ARTICLE VIII – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE IX – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE X – TERM: The term of the contract shall commence on January 1, 2015 and continue in full force and effect up through and including December 31, 2015, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE XI – PAYMENT: Contractor shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed \$ 10,800.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.

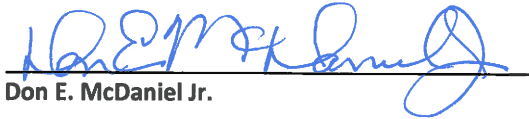
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9

Invoices

All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

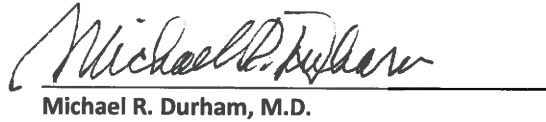
IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER


Don E. McDaniel Jr.

Date: 12/23/14

MICHAEL R. DURHAM, M.D.


Michael R. Durham, M.D.

12/22/14
Print Name

EXECUTIVE SUMMARY FORM

Contract Name: Security Controls for gates for Court security

Contract No.: 13412 City of Avondale/S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences)

Security controls are needed on 2 personnel gates and 1 vehicle gate at Globe Courthouse security fence..

Contract End Date: 2 weeks from start date

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$12,923.16

Contract Information

Firm Name: Stanley Security Solutions Contact Person: Matt Alvey

Address: 4666 S. Ash Avenue Phone No: 480-216-9273

City: Tempe State: AZ Fax: _____ Email: malvey@stanleyworks.com

Fund: Superior & JP Courts Security/Finance/Gen Admin/Capital Outlay Construction in Progress

Type of Funds: ☐ Restricted

Fund Code: 1124.201.140.000.4500.19.
Project No. FM_0101SEC-All

☐ Grant
☐ General Fund

☐ Other

Date Sent for Legal Review: n/a


Date Returned: _____

Special Notes:

Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the City of Avondale, for cooperative purchasing. By using the City of Avondale contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Avondale, Contract No. 13412, for Security Electronic Systems: Parts, Maintenance & Repair approved this 24 day of DECEMBER, 2014.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.

Gila County

Court Gates

- This project is to address a high-risk area where inmates are brought into a public area for trial
- Presently, there is no separation between inmates and general public and Gila County staff
- There is a high degree of liability for Gila County should an inmate cause harm to an individual during the transporting.
- 1 vehicular gate and two pedestrian gates are on this quote.
- 2-year warranty is included
- A release button with cover will be used to exit out of a pedestrian gate

STANLEY
Security



Customized Support

- All terms and conditions of City of Avondale Contract No. 13412 apply

Qty	Description	Part Number	Unit Price	Total Price
2	GATE LOCK 12/24 VDC	SN-GL1	\$351.89	\$703.78
1	P/S 12/24V 8A FUSED OUT W/PD8	AX-600ULXPD8	\$402.82	\$402.82
2	Dual Reader Interface Module (Series 2 -Supports OSDP Readers) - 12/24 VDC; 2 Reader Interface; W/M; 8 inputs; 6 (5A) form C relays ; RoHS; CE; C-Tick and UL294 certified	LNL-1320	\$864.08	\$1,728.16
1	Lenel UL listed hardware enclosure (15.5 x 12.5 x 4.5) only with lock and tamper switch. (UL Approved) (can house 2 boards)	LNL-CTX	\$148.59	\$148.59
3	3 BIASED GATE CONTACT 3' LEAD	SR-2747A1	\$221.90	\$665.70
1	RADIO READER W/WINGAND OUTPUT	LN-AMWOR	\$260.92	\$260.92
1	RMT OMNI DIR ANTNA W/5FT COAX	LN-AAE00198	\$62.00	\$62.00
1	Miscellaneous Hardware: conduit, boxes, transformers, materials		\$331.52	\$331.52
1	D3 Expansion board		\$530.43	\$530.43
3	HID iClass SE and proximity MultiClass card reader; black with LED	HU-920PTNNK0	\$325.00	\$975.00
2	Bopper Stopper Cover Plate	SF-6518	\$25.38	\$50.76
2	Weatherproof pushbutton; red, push to unlock	DY-6175	\$164.16	\$328.32
Equipment Total				\$6,188.00

Labor Total
Conduit, fittings, materials, and wire
Engineering, administration, and extended warranty

Total Price
\$4,946.98
\$550.00
\$554.00

Total: \$12,239.00
Tax: \$684.16
Final: \$12,923.16

Brian Jones
Systems Integration Consultant
C: 623-810-3045
E: matt.alvey@sbdinc.com
F: 888-726-1483

Matt Alvey
Systems Integration Consultant
C: 480-216-9273
E: matt.alvey@sbdinc.com
F: 480-393-8273

Stanley CSS/GilaCounty

12/9/14 Gila County Gate Project Summary

Portal #	Location Description	IDF (need to confirm)	Reader Type	Special Notes
A-1	Vehicular gate	1st Floor	RP40 & Linear Wiegand Remotes	Others to provide pedestal and dry contacts for Gate Motor.
A-2	Pedestrian Gate #1	1st Floor	RP40	GL1 Lock. Others to provide Plate for gate to mount lock hardware. Install request to exit button with cover for exiting fail secure lock
A-3	Pedestrian Gate #2	1st Floor	RP40	Same as Pedestrian Gate #1

* System components covered under 2 year warranty.

* All portals shall have a gate contact to monitor for force-open and for prop.

EXECUTIVE SUMMARY FORM

Contract Name:

Access Control Service Plan for 2015

Contract No.:

13412 City of
Avondale/S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences)

Utilizing a service plan allows for budgeting costs associated with repairs on aging systems, some of which are ten years old. A service plan will keep systems in optimal condition for the lifetime of the service agreement, preventing massive replacement costs that would due to the age of the systems.

Contract End Date:

01-01-15 to 12-31-15

Renewal Option:

☒ Yes
☐ No

Maximum Dollar Limit:

\$2,090/mo
\$25,080.00/year

Contract Information

Firm Name: Stanley Security Solutions

Contact Person: Matt Alvey

Address: 4666 S. Ash Avenue

Phone No: 480-216-9273

City: Tempe

State: AZ

Fax: _____

Email: malvey@stanleyworks.com

Fund: Superior & JP Courts Security/Finance/Gen Admin/Professional services-Other

Type of Funds: ☐ Restricted

Fund Code: 1124.201.140.000.4210.99.

Project No. FM_0101SEC-All

☐ Grant

☐ General Fund

☐ Other

Date Sent for Legal Review:

n/a

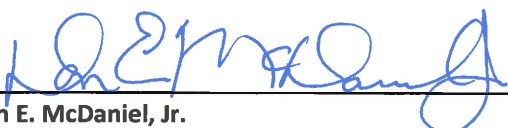
Date Returned: _____

Special Notes:

Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the City of Avondale, for cooperative purchasing. By using the City of Avondale contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Avondale, Contract No. 13412, for Security Electronic Systems: Parts, Maintenance & Repair approved this 04 day of DECEMBER, 2014.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.

Gila County

Service

- As equipment is aging at all Gila County locations, administrators have begun to notice that there are increasing quantities of service issues and associated replacement costs.
- Under a service plan, Gila County can budget for service items that may arise from the equipment and software's daily use
- Under the service plan, Gila County will keep the equipment in optimal condition for the lifetime of the service agreement, preventing massive replacement costs that would come.

STANLEY
Security



Customized Support

- Service plan will cover all instances of access control failure (except vandalism and acts of God) under M-F 8-5. Should calls take place outside those hours, standard after-hour rates apply. After-hour service plans are available upon request.
- All terms and conditions of City of Avondale Contract No. 13412 apply

2015 Service Plan Rates: listed as a PER-MONTH rate

Location Name	Address	Rate
Gila County - Globe Courthouse	1400 E Ash St Globe, AZ 85501	\$520.00
Gila County - Globe Sherriff's Admin	1177 E Monroe St Globe, AZ 85501	\$260.00
Gila County - Payson Jail	108 W Main St Payson, AZ 85541	\$260.00
Gila County - Globe Jailhouse	1100 E South St Globe, AZ 85501	\$320.00
Gila County - Payson Courts	714 S Beeline Hwy Payson, AZ 85541	\$460.00
Gila County - Guerrero Bld	1400 E Ash St Globe, AZ 85501	\$80.00
Gila County - Public Works	745 N Rose Mofford Way Globe, AZ	\$110.00
Gila County - Facilities	725 N Rose Mofford Way Glob, AZ	\$80.00
TOTAL		\$2090.00

Brian Jones
Systems Integration Consultant
C: 623-810-3045
E: matt.alvey@sbdinc.com
F: 888-726-1483

Matt Alvey
Systems Integration Consultant
C: 480-216-9273
E: matt.alvey@sbdinc.com
F: 480-393-8273

Stanley CSS/GilaCounty



AMENDMENT NO. 1 to SERVICE AGREEMENT NO 121814-1

The following amendments are hereby incorporated into the agreement for the below project

**SERVICE AGREEMENT NO. 121814-1
RADIO COMMUNICATION**

DURHAM COMMUNICATIONS, INC.

Effective December 17, 2014 Gila County and Durham Communications, Inc. entered into a contract whereby Durham Communications, Inc. agreed to provide Radio Communication units to the Sheriff's Office.

The Sheriff's Office would like to increase the contract amount by an additional Two Thousand Eight Hundred Fifty-Four dollars and 57/100's (\$2,854.57) for the cost of one additional Radio Communication unit and an additional Nine Hundred Four dollars and 38/100's (904.38), *if needed*, for three power supply sources.

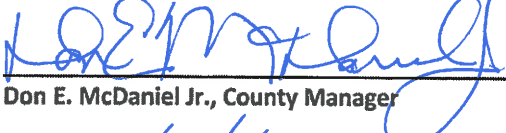
AMENDMENT NO. 1 to Service Agreement No. 121814-1, will serve to increase the original contract amount of Nine Thousand Fifty dollars and 15/100's (\$9,050.15) by Three Thousand Seven Hundred Fifty-Four dollars and 57/100's (\$3,754.57) for a new total contract amount, **not to exceed**, Twelve Thousand Eight Hundred Four dollars and 72/100's (\$12,804.72).

Refer to attached Attachment "A" to Amendment No 1 to Service Agreement 121814-1 by mention made a binding part of this Amendment.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the December 17, 2014 to June 30, 2015 term.

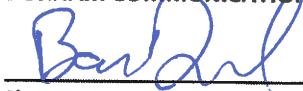
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 30th day of DECEMBER, 2014.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 12/30/14

DURHAM COMMUNICATIONS, INC.:


Signature

BRIAN DURHAM
Print Name



4611 E. Virginia St.
Mesa, AZ 85215
(480)981-8875
Fax (480)-981-7146

Communication Integration & Solutions Since 1945

PRICE QUOTE		12/18/2014	PRESENTED TO:		AZ ROC# 086328 L-67
Summary - Gila County S.O. request for quote			Contact: Organization: Department: Address: City, State Zip:	Jeannie Sgroi Gila County S.O. 	Email: Phone: Fax: 928 402-4386 Cell:
Contract Number (State, WSCA, GSA, Other)			At State contract	Salesperson: Larry Fitchett	Qty #: 12-18-2014-001

ITEM	DESCRIPTION	MODEL	PRICE	QTY	EXTENDED
1	Tait VHF P25 mobile radio package w/ handheld control and speaker	TM9155	\$ 1,919.50	1	\$ 1,919.50
2			\$		\$
3			\$		\$
4			\$		\$
5	VHF mobile antennas for Tahoe and trailer, NGP	ASPDCLVNGP	\$ 79.75	1	\$ 79.75
6			\$		\$
7	120VAC 12VDC 20amp power supply if required		\$ 279.00		\$
8			\$		\$
9			\$		\$
10			\$		\$
11			\$		\$
12			\$		\$
13			\$		\$
14			\$		\$
15			\$		\$
16			\$		\$
17			\$		\$
18			\$		\$
19			\$		\$
20			\$		\$
21			\$		\$
22			\$		\$
23			\$		\$
24			\$		\$
25			\$		\$
26			\$		\$
27			\$		\$
28			\$		\$
29			\$		\$
30			\$		\$

Notes: Cost reflected in labor includes install and programming of mobile radios and programming of portable radios.

Hardware Total	\$	1,999.25
TAX %	8.05	\$ 160.94
Freight		
Labor	\$	690.00

Project Total: \$ **2,850.19**

Please FAX ALL pages back to Durham Communications to indicate your acceptance.

Customer Signature

Date

PO Number

TERMS AND CONDITIONS

All prices are expressed in US Dollars and are payable in US Dollars. Payment terms are Net 30 days. All prices are F.O.B. Mesa, AZ. Customer will be billed for shipping and insurance costs. All quotations are valid for 30 days from quotation date unless otherwise contracted. In the event that DCI retains the services of an attorney to collect any amounts due hereunder, the "CUSTOMER" will pay all charges for any effort to collect including, but not limited to, attorney's FEES, court FEES and agency FEES. Project billing subject to incremental billings of 50% Notice to Proceed, 30% Equipment Delivery to DCI, 10% Installation/Labor Completed, 10% Acceptance unless otherwise contracted.

Tommie C. Martin, District I
610 E Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 121814
WEATHERIZATION PROJECT NO. HH#9006

COMMUNITY SERVICES - HOUSING

THIS AGREEMENT, made and entered into this 30th day of DECEMBER, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9006, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the **Housing Services Manager** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 121814** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 121814** by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 8 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 9 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 10 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13– TERM: Contract shall be effective date signed by the County Manager and expire on June 30, 2015.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$13,500.00 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 121814 has been duly executed by the parties hereinabove named, on the date and year first above written.


GILA COUNTY




Don E. McDaniel Jr., County Manager

Date: 12/30/14

MOUNTAIN RETREAT BUILDERS



Signature


Print Name

Mountain Retreat Builders, LLC.
ROC #170186**Estimate**

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

DATE--- 11-20-2014

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

	DESCRIPTION		AMOUNT
	Per Scope of work		
	Tax included		
		TOTAL	\$ 13,500.00

Gila County Housing Services

5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

**RESPEC
Work Write-up**

Case Number: 9006

BID TOTAL \$: 13,500.00

Property Information:

BID OPENING DATE

CONTRACTOR INFORMATION

Census: 1
Owner:

Name: _____

Address: _____

Office: _____

Fax: _____

Email: _____

Owner

MOUNTAIN RETREAT

RESPEC Contractor Bid Case# 9006

Page# 2 of 3

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Interior | Mobile Home | Mobile Home | House**General Requirments**

1	0000000000	0 NA	0		\$	0
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Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

2	0000000002	0 ea	0		\$	0
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Performance

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

3	0000000003	0 1	0		\$	0
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ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35, et. a.

Roof Repairs

4	0070010009	0 SF	0		\$	1000
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Repair Built Up Roof

Cut out all bubbles, wrinkles and leaking areas and patch with 3 ply process.

Ceiling

5		0	0		\$	500
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Infiltration

Seal any holes in walls, floors and ceiling.

Electrical

6	0110030007	0	0		\$	3500
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Remove/Replace Various electrical elements

Remove and dispose of exterior subpanel on home. Replace with a 200 amp panel. Ensure that the wiring from the meter to the exterior panel is capable of carrying electrical load; if not, replace. Remove and replace interior panel with updated panel per pertinent codes. Add 220 for Furnace, A/C, and hot water heater. Add a dedicated 120 outlet for refrigerator. Remove and replace exterior spliced wires on front porch.

Mechanical

7	0250010010	0	0		\$	1000
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Replace water Heater

Replace the water heater as described. Seal cabinet completely to remove infiltration. Remove propane water heater and replace with 30 gallon electric model.

RESPEC Contractor Bid Case# 9006

Page# 3 of 3

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8	0120040002	0 ea	0	\$ 6000
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Install Heat Pump 2 Ton System

Install new Electric air handler and Heat pump system, per manufactures instructions, include 24k 14 Seer 8.5 hspf heat pump, Air handler, Heat strips, Cased coil, ductwork, thermostat, registers, dedicated electrical breakers, installed to code. Outdoor unit elevation: PMI by area snowfall, or local code.

1) size the new furnace/heat pump to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. **NOTE:** Unit size may round up to nearest 1/2 ton, but must not be undersized.

2) electrical supply must be a dedicated circuit.

3) unit must have a minimum 30 inch front clearance, when installed.

4) check the temp. rise and match to the unit (PMI)

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.
size all ducts for best performance (PMI)

1) all joints in return air and supply ducts must be sealed

2) install a filter chamber with a cover

3) filter to be of common, readily available size

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

Floor

9	0060010013	0 L.F.	0	\$ 750.00
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Install Duct Insulation - (6"/ 8") Reduce leakage

After ensuring ductwork is in good shape, install R-8 vinyl backed material cited in ASTM C971-82. Secure to duct with mechanical fasteners, staples or straps. Joints and seams shall be taped.

10	0060010005	0 S.F.	0	\$ 750.00
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Fiberglass Insulation - (R-30) Batt

R-30 Insulation shall be installed with Tivex for the belly pan; insulation shall completely fill area between joists or studs and shall be secured with appropriate mechanical fasteners and 100% of surface area in contact with air barrier. Material shall meet ASTM C665-86 or as subsequently amended.

Total for: House \$

Total for: Interior \$

Job Total Cost: \$ 13,500

Tommie C. Martin, District I
610 E Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 121914
WEATHERIZATION PROJECT NO. HH#6415

COMMUNITY SERVICES - HOUSING

THIS AGREEMENT, made and entered into this 30th day of DECEMBER, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#6415, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the **Housing Services Manager** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 121914** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 121914** by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 8 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 9 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 10 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13- TERM: Contract shall be effective date signed by the County Manager and expire on June 30, 2015.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$9,500.00 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 121914 has been duly executed by the parties hereinabove named, on the date and year first above written.


GILA COUNTY




Don E. McDaniel Jr., County Manager

Date: 12/30/14

MOUNTAIN RETREAT BUILDERS



Signature


Print Name

Mountain Retreat Builders, LLC.

ROC #170186

Estimate

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

DATE--- 11-20-2014

TO:

Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

	DESCRIPTION		AMOUNT
	Per Scope of work		
	Tax included		
		TOTAL	\$ 9,500.00

Gila County Housing Services

5515 S. Apache Ave.

P.O. Box 1254

Globe Az. 85502

(928)425 - 7631

**RESPEC
Work Write-up**

Case Number:

BID TOTAL \$: 9,500.00

BID OPENING DATE

CONTRACTOR INFORMATION

Name: _____

Address: _____

Voice: _____

Fax: _____

email: _____

Census: _____ 1

wner

MOUNTAIN RETREAT

RESPEC Contractor Bid Case#

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Interior | Mobile Home | Single Family | House**General Requirements**

1	0000000000	0 NA	0	\$	0
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Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

2	0000000002	0 ea	0	\$	0
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Performance

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

3	0000000003	0 1	0	\$	0
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ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35, et. a.

Mechanical

4	0180040041	0	0	\$	500
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Remove old cooler.

Remove the evaporative cooler from roof. Remove existing water and power supplies. Remove roof jack and repair/patch roof.

5	0120040002	0 ea	0	\$	3500
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Install Heat Pump 2 Ton System

Install new Electric air handler and Heat pump system, per manufactures instructions, include 60k 14 Seer 8.5hspf heat pump, Air handler, Heat strips, Cased coil, ductwork, thermostat, registers, dedicated electrical breakers, installed to code. Outdoor unit elevation: PMI by area snowfall, or local code.

1) size the new furnace/heat pump to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. **NOTE:** Unit size may round up to nearest 1/2 ton, but must not be undersized.

2) electrical supply must be a dedicated circuit.

3) unit must have a minimum 30 inch front clearance, when installed.

4) check the temp. rise and match to the unit (PMI)

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Install the floor ductwork for best possible efficiency, Use a reduced plenum system if possible, size all ducts for best performance (PMI)

1) all joints in return air and supply ducts must be sealed

2) install a filter chamber with a cover

3) filter to be of common, readily available size

RESPEC Contractor Bid Case#

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Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

6	0120050002	0 ea	0	\$ 350
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Install a 2 Ton A/C unit to new furnace

Install new 14 SEER 2 ton A/C system to the existing furnace, per manufactures instructions. Include 14 Seer Condenser (single phase) and Cased coil, new thermostat, dedicated electrical breakers, installed to code.

1) size the new A/C system to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the design load and your proposed unit size.

2) electrical supply must be a dedicated circuit.

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Repair the existing floor ductwork for best possible efficiency,

- 1) all joints in return air and supply ducts must be sealed
- 2) install a filter chamber cover if none currently present

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

Performance

7	0120020002	0 LF	0	\$ 350
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Repair Ductwork/Insulate and Seal

Seal and insulate ductwork to reduce total home CFM by 1300 CFM.

8	0060010005	0 S.F.	0	\$ 350
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Repair & Insulate Flooring/Belly R-13

Reinforce/Repair floors (3 areas under mobile home) with plywood and shims from under mobile home. Replace any missing insulation, belly pan fabric, and vapor barrier.

Any new insulation shall be installed with vapor barrier facing conditioned area; insulation shall completely fill area between joists or studs and shall be secured with appropriate mechanical fasteners. Material shall meet ASTM C665-86 or as subsequently amended.

9	0120020002	0 LF	0	\$ 400
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Ceiling Duct Dismantling/Capping

Fill ceiling ductwork with Insulation (R-18) and cover/seal. Ensure that there is no trace of Infiltration.

10	0060040005	0 NO	0	\$ 400
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Reduce infiltraion in furnace return - closet

Seal any leakage within the hallway closet furnace return to reduce Infiltration.

Safety

11	0330020010	0	0	\$ 500.00
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Install ASHRAE Exhaust fan (40 CFM minimum)

Install an ASHRAE exhaust fan in the bathroom. Sized correctly to minimum of 40 c.f.m. requirements.

RESPEC Contractor Bid Case#

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Total for: House

\$

Total for: Interior

\$

Job Total Cost: \$

9500.00

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